

#### **UTILITY & INFRASTRUCTURE BOARD**

November 12, 2019 - 4:00 P.M. Fremont Municipal Building, 2<sup>nd</sup> Floor Conference Room, 400 East Military, Fremont Nebraska

#### **REGULAR MEETING:**

Meeting called to order

2. Roll call

**CONSENT AGENDA:** All items in the consent agenda are considered to be routine by the Utility and Infrastructure Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board Member or a citizen so requests, in which event the item will be removed from the consent agenda and considered separately.

- Approve minutes of October 29, 2019.
- 4. Consider Accounts Payable through November 12, 2019.
- 5. Receive Investments Report.

#### **REGULAR AGENDA:**

- 6. Consider Ordinance 5517 to establish a Property Assessed Clean Energy (PACE) District.
- 7. Consider Annual Nebraska Department of Transportation Maintenance Agreement Renewal.
- Consider bid for Lon D. Wright Power Plant Unit 8 Turbine Valves and Generator Inspection.
- Consider Property Insurance Renewal Proposal for November 27, 2019-2020.
- 10. City Administrator Update (no board action is requested).
  - a. Expansion of utilities around Fremont.

#### 11. Adjournment

The agenda was posted at the Municipal Building on November 8, 2019. The agenda and enclosures are distributed to the Board and posted on the City of Fremont's website. The official current copy of the agenda is available at Municipal Building, 400 East Military, office of the City Administrator. A copy of the Open Meeting Law is posted in the 2<sup>nd</sup> floor conference room for review by the public. The Utility & Infrastructure Board reserves the right to adjust the order of items on this agenda.

### CITY OF FREMONT UTILITY AND INFRASTRUCTURE BOARD OCTOBER 29, 2019 - 4:00 P.M.

A meeting of the Utility and Infrastructure Board was held on October 29, 2019 at 4:00 p.m. in the 2<sup>nd</sup> floor meeting room at 400 East Military, Fremont, Nebraska. The meeting was preceded by publicized notice in the Fremont Tribune and the agenda displayed in the Municipal Building. The meeting was open to the public. A continually current copy of the agenda was available for public inspection at the office of the City Administrator, 400 East Military. The agenda was distributed to the Utility and Infrastructure Board on October 25, 2019 and posted, along with the supporting documents, on the City's website. A copy of the open meeting law is posted continually for public inspection.

#### **ROLL CALL**

Roll call showed Board Members Sawtelle, Shelso, Wiese, Vering, and Bolton present. 5 present, 0 absent. Others in attendance included Troy Schaben, Asst. City Admin-Utilities; Jody Sanders; According Dir.; Lottie Mitchell, Exec. Assist; Keith Kontor, Water/Sewer/WWTP Supt.; Kirk Hillrichs, Gas Supt.; Steve Carnahan, Gas Supt.; Mike Royuk, Dist. Supt.; Jeff Shanahan, Power Plant Supr.; Al Kaspar, Elec. Engin.; Jan Rise, Admin Srvcs Dir.; and Dave Goedeken, Public Wrks Dir.

#### **CONSENT AGENDA**

Moved by Member Shelso and seconded by Member Bolton to approve items 3-5 (Minutes from October 8, 2019, Accounts Payable through October 29, 2019, the Collections Report). Ayes: Sawtelle, Wiese, Shelso, Vering and Bolton. Motion carried 5-0.

### CONSIDER BID FOR ALTEC AM55 OVERCENTER AERIAL DEVICE WITH MATERIAL HANDLING TRUCK FOR THE DISTRIBUTION DEPARTMENT.

Royuk gave overview. Moved by Member Wiese and seconded by Member Vering to recommend to City Council to approve Sourcewell purchasing contract #012418-ALT for an ALTEC AM55 Overcenter Aerial Device with Material Handling in the amount of \$257,946.00. Ayes: Sawtelle, Wiese, Shelso, Vering and Bolton. Motion carried 5-0.

### CONSIDER BID FOR DITCH WITCH FT80T4 TRENCHER FOR THE DISTRIBTUION DEPARTMENT.

Royuk gave overview. Moved by Member Bolton and seconded by Member Vering to recommend to City Council to approve Sourcewell purchasing contract #012418-CMW for a Ditch Witch FT80T4 Trencher in the amount of \$148,224.21. Ayes: Sawtelle, Wiese, Shelso, Vering and Bolton. Motion carried 5-0.

# CONSIDER BID FOR BOILER LIFE STUDY, FLOW ACCELERATED CORROSTION STUDY AND HIGH ENERGY PIPING EVALUATION FOR LON D. WIRGHT POWER PLANT UNIT 8.

Shanahan gave overview. Moved by Member Wiese and seconded by Member Shelso to recommend to City Council to approve bid from Thielsch Engineering for a Boiler Pressure Part Evaluation and Remaining Useful Life Study, Flow Accelerated Corrosion Study and High Energy Piping Hanger Evaluation at Lon D. Wright Power Plant for Unit 8 in the amount of \$96,000.00 Ayes: Sawtelle, Wiese, Shelso, Vering and Bolton. Motion carried 5-0.

### CONSIDER ORDINANCE 5512 AMENDING FREMONT MUNICIPAL CODE CHAPTER 3, ARTICLE 2, SECTION 3-230 – SEWER SYSTEM CONNECTIONS.

Schaben gave overview. Moved by Member Vering and seconded by Member Bolton to

recommend to City Council to approve Ordinance 5512 Amending Fremont Municipal Code Chapter 3, Article 2, Section 3-230 – Sewer System Connections. Ayes: Sawtelle, Wiese, Shelso, Vering and Bolton. Motion carried 5-0.

### CONSIDER SUPPLEMENTAL AGREEMENT 8 FOR PRELIMINARY ENGINEERING FOR RAWHIDE CREEK TRAIL PROJECT.

Goedeken gave overview. Moved by Member Shelso and seconded by Member Wiese to recommend to City Council to approve Supplemental Agreement 8 for Preliminary Engineering for the Rawhide Creek Trail Project. Ayes: Sawtelle, Wiese, Shelso, Vering and Bolton. Motion carried 5-0.

# CONSIDER ORDINANCE 5510 FOR SALE AND CONVEYANCE OF REAL ESTATE TO THE NEBRASKA DEPARTMENT OF TRANSPORTATION FOR THE SOUTHEAST BELTWAY ROADWAY PROJECT.

Goedeken gave overview. Moved by Member Bolton and seconded by Member Shelso to recommend to City Council to approve Ordinance 5510 for Sale and Conveyance of Real Estate to the Nebraska Department of Transportation for the Southeast Beltway Roadway Project. Ayes: Sawtelle, Wiese, Shelso, Vering and Bolton. Motion carried 5-0.

#### CONSIDER TRAFFIC COMMITTEE REPORT AND RECOMMENDATIONS.

Goedeken gave overview. Moved by Member Shelso and seconded by Member Vering to receive Traffic Committee Report and recommend to City Council to approve the recommendations. Ayes: Sawtelle, Wiese, Shelso, Vering and Bolton. Motion carried 5-0.

#### CONSIDER ORDINANCE 5511 TO CORRECT THE ELECTRIC RATE SCHEDULE.

Schaben gave overview. Moved by Member Vering and seconded by Member Shelso to recommend to City Council to approve Ordinance 5511 to Correct the Electric Rate Schedule. Ayes: Sawtelle, Wiese, Shelso, Vering and Bolton. Motion carried 5-0.

### MOVE TO CHANGE LAST MEETING IN DECEMBER FROM DECEMBER 31, 2019 TO DECEMBER 30, 2019.

Schaben gave overview. Moved by Member Wiese and seconded by Member Bolton to change the last meeting in December from the 31<sup>st</sup> to the 30<sup>th</sup>. Ayes: Sawtelle, Wiese, Shelso, Vering and Bolton. Motion carried 5-0.

#### CITY ADMINISTRATOR UPDATE (NO BOARD ACTION IS REQUESTED).

**a.** Mitchell gave update.

#### **ADJOURNMENT**

Moved by Member Vering and seconded by Member Bolton to adjourn at 4:42 p.m. Ayes: Ayes: Sawtelle, Wiese, Shelso, Vering and Bolton. Motion carried 5-0.

Allen Sawtelle, Chairman	Toni Vering, Secretary				
David Shelso	Michelle Wiese	Gary Bolton			

#### STAFF REPORT

**TO:** Utility and Infrastructure Board (UIB)

Brian Newton, City Administrator

Troy Schaben, Assistant City Administrator - Utilities

**FROM:** Jody Sanders, CPA, Director of Finance

**DATE:** November 12, 2019

**SUBJECT:** Claims

**Recommendation:** Move to approve October 30 through November 12, 2019 claims, as well as subsequent claims due and payable before the next meeting of the UIB.

**Background**: Staff is requesting approval by the UIB to pay claims that will become due and payable (by virtue of contractual agreements or regulatory requirements) before the next UIB meeting.

The amount due is not known as of this staff report, but the related vendors are listed below. These approved claims will still be presented as claims at the next UIB meeting and included in the total requested by Council for approval.

- Direct deposit of employee payroll on November 14, 2019 and related withholdings remitted to pension plans, federal and state tax withholdings, and garnishments.
- Nebraska Department of Revenue all sales tax collected and use tax owed by the utility departments.
- Transmission and energy purchases payable to Southwest Power Pool, every Tuesday.
- Transmission and energy purchases payable to Omaha Public Power District.
- Natural gas purchases from Northern Natural Gas/US Energy, BP, Cargill, Central Plains Energy Project (CPEP), and Public Energy Authority of Kentucky (PEAK).
- Coal purchases from Cloud Peak Energy Resources, and Peabody Coal, and freight charges to Union Pacific.
- Progress payments to Emerson Process Management under the contract for the SCADA project.
- UPS weekly invoice for shipping costs, due within ten days or late fees are incurred.

There are a limited number of agencies that debit the City's bank account for credit card processing fees, kiosk fees, and bank analysis. These are based on a fee schedule.

Fiscal Impact: Utility funds claims total \$4,830,186.95

Electric Fund – 051 Water Fund – 053 Sewer Fund – 055 Gas Fund – 057

PREPARED 10/28/2019, 8:58:17 PROGRAM: GM339L EXPENDITURE APPROVAL LIST

AS OF: 10/28/2019 PAYMENT DATE: 10/28/2019

DEPARTMENT OF UTILITIES

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004789 325927 SEF	00	CARGILL INC	/ NAT GAS *FNB 00 10/28/2019	WIRE* 057-8205-807.50-02	Sept 2019	66 <b>,</b> 870 <b>.</b> 00 <b>Natural</b> 9	gas purchase
0003109	0.0	UPS			VENDOR TOTAL *	66,870.00	
5E9752439 5E9752439 5E9752439 5E9752439 5E9752439		010	00 10/28/2019 00 10/28/2019 00 10/28/2019	051-5001-940.60-79	10/26/19 Serv Chrg Share 10/26/19 Serv Chrg Share Interstate Indust Instr Adv Electr & Motor Contrl Water Samples	14.50 14.50 10.78 22.09 39.48	
				GRAND TOTA	VENDOR TOTAL * TOTAL EXPENDITURES **** L ***************	101.35 66,971.35	66,971.35

PREPARED 10/31/2019 8:04:52	EXPENDITURE APPROVAL LIST
PROGRAM: GM339L	REPORT PARAMETER SELECTIONS
EAL DESCRIPTION: EAL: 10312019 ANDERSEND PAYMENT TYPES Checks EFTS ePayables  VOUCHER SELECTION CRITERIA Voucher/discount due date All banks REPORT SEQUENCE OPTIONS: Vendor Bank/Vendor Fund/Dept/Div Fund/Dept/Div/Element/Obj Proj/Fund/Dept/Div/Elm/Obj This report is by: Vendor Process by bank code? (Y,N) Print reports in vendor name sequence? (Y,N) Calendar year for 1099 withholding Disbursement year/per Payment date	Y Y 10/31/2019 A  X

AS OF: 10/31/2019 PAYMENT DATE: 10/31/2019

DEPARTMENT OF UTILITIES

VEND NO INVOICE NO		VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE		ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000584 20191031	00	CEI PR1031	00 10/31/2019	051-0000-241.00-00	PAYROLL SUMMARY	EFT:	121,570.69
					VENDOR TOTAL *	.00	121,570.69
0001964 20191003 20191017			00 10/31/2019	051-0000-241.00-00 051-0000-241.00-00		1,800.93 1,776.33	
					VENDOR TOTAL *	3,577.26	
0002999 20191031	00	LAUGHLIN TRU PR1031	USTEE, KATHLEEN A 00 10/31/2019	051-0000-241.00-00	PAYROLL SUMMARY	35.00	
					VENDOR TOTAL *	35.00	
0004653 20191031	00	NEBRASKA DEI PR1031	PT OF REVENUE-GAR 00 10/31/2019	051-0000-241.00-00	PAYROLL SUMMARY	40.00	
					VENDOR TOTAL *	40.00	
0004192 20191031	00	PAYROLL EFT PR1031		051-0000-241.00-00	PAYROLL SUMMARY	179,109.69	
					VENDOR TOTAL * EFT/EPAY TOTAL ***	179,109.69	121,570.69
				GRAND TOTA	TOTAL EXPENDITURES **** L **************	182,761.95	121,570.69 304,332.64

Prepared	10/29	9/19,	14:4	13:29
Pay Date	10/31	L/19		
Primary E	FIRST	NATIO	ONAL	BANK

Employee Name

Account

Number

CITY OF FREMONT Direct Deposit Register Page 35

Program PR530L

Social Deposit Security Amount

Final Total 285,146.92 Count 170

PREPARED 11/04/2019 9:54:12 PROGRAM: GM339L	EXPENDITURE APPROVAL LIST REPORT PARAMETER SELECTIONS
EAL DESCRIPTION: EAL: 11042019 ANDERSEND PAYMENT TYPES Checks EFTs ePayables VOUCHER SELECTION CRITERIA Voucher/discount due date All banks REPORT SEQUENCE OPTIONS: Vendor Bank/Vendor Fund/Dept/Div Fund/Dept/Div/Element/Obj Proj/Fund/Dept/Div/Element/Obj Proj/Fund/Dept/Div/Elm/Obj This report is by: Vendor Process by bank code? (Y,N) Print reports in vendor name sequence? (Y,N)	Y Y Y  11/04/2019 A  X One vendor per page? (Y,N)
Calendar year for 1099 withholding	2019

AS OF: 11/04/2019 PAYMENT DATE: 11/04/2019

DEPARTMENT OF UTILITIES

VEND NO INVOICE NO	SEQ#	VENDOR NAME OUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003057 28031	00	NEBR DEPT OF PI0665	ENVIRONMENTAL 00 11/04/2019		PO NUM 052405	1,000.00	
	0.0				VENDOR TOTAL *	1,000.00	
9999999 103119 Emp	00 loyee	Employee	00 11/04/2019	051-0000-233.00-00	Employee Direct Dep	720.00 **	
					VENDOR TOTAL *	720.00	
0003109 5E9752449 5E9752449 5E9752449 5E9752449	00	UPS	00 11/04/2019 00 11/04/2019 00 11/04/2019 00 11/04/2019	051-5001-940.60-79	11/02/19 Serv Chrg Share 11/02/19 Serv Chrg Share Skarshaug Testing Lab Water Samples	7.25 7.25 151.79 39.48	
				GRAND TOTA	VENDOR TOTAL * TOTAL EXPENDITURES **** L ***************	205.77 1,925.77	1,925.77

<sup>\*\*</sup> An employee's direct deposit to a savings account was returned as undeliverable. We issued the employee a paper check for this amount. The \$720 has been subtracted from the Claims total amount, as it is already included in the direct deposit number for payroll dated 10/31/20219.

## DEPARTMENT OF UTILITIES ELECTRONIC WITHDRAWAL LIST

#### FOR UTILITIES AND INFRASTRUCTURE BOARD MEETING: 11/12/19

					-
AJ		WITHDRAWAL			WITHDRAWAL
<b>GROUP NO</b>	VENDOR NAME	DATE	ACCOUNT NO	ITEM DESCRIPTION	AMOUNT
5217	TSYS MERCHANT SOLUTIONS	11/05/19	051-5001-903-60-77	CREDIT CARD FEES	1,669.79
5217	TSYS MERCHANT SOLUTIONS	11/05/19	051-5001-903-60-77	CREDIT CARD FEES	10,186.44
				TOTAL EXPENDITURES	11.856.23



#### Nebraska and Local Sales and Use Tax Return

FORM 10

Tax Cat.

Nebr. I.D. Number **55808** 

Rpt. Code

Tax Period **10/2019**  Reference No.: 01B005603929

Date Filed: Tue, Nov 05, 2019 12:40:55 PM Scheduled Payment Amount: 231,433.45 Scheduled Payment Date: Wed, Nov 13, 2019

27753

Due Date: 11/20/2019

#### NAME AND LOCATION

DEPARTMENT OF UTILITIES 400 E MILITARY AVE FREMONT, NE 68025-5141

#### NAME AND MAILING ADDRESS

DEPARTMENT OF UTILITIES 400 E MILITARY AVE FREMONT, NE 68025-5141

7	Check the box if your business has permanently closed, has been sold to someone else, or your permit is no longer needed.
100	New owners must apply for their own sales tax permit.

1	Gross sales and services in Nebraska		A STORY	1	5,202,698.00
2	Net Nebraska taxable sales			2	3,011,254.00
3	Nebraska sales tax (line 2 multiplied by .055)	00) <sup>2</sup>		3	165,618.97
4	Nebraska use tax	4	23,599	.17	
5	Local use tax from Nebraska Schedule I	5	6,443	3.06	
6	Local sales tax from Nebraska Schedule I			6	35,895.33
7	Total Nebraska and local sales tax (line 3 plus line 6)			7	201,514.30
8	Sales tax collection fee (line 7 multiplied by .025; Maximum allow per location)			8	75.00
9	Sales tax due (line 7 minus line 8)			9	201,439.30
10	Total Nebraska and local use tax (line 4 plus line 5)			10	30,042.23
11	Total Nebraska and local sales and use tax due (line 9 plus line	10)		11	231,481.53
12	Previous balance with applicable interest at 5.0% per year and p	oayr	nents	12	-48.08
	received through 11/01/2019				

Under penalties of law, I declare that, as a taxpayer or preparer I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is correct and complete.

#### NE Sales & Use Tax for the month of October 2019

Sales Tax Payable	051-0000-236-0000	\$ 201,514.30
Use Tax	051-0000-236-0100	\$ 22,574.81
	053-0000-236-0100	\$ 7,361.99
	057-0000-236-0100	\$ 105.43

Collection Fee Cash/Total Due

051-5001-421-0000 051-0000-131-0000 053-0000-131-0000 057-0000-131-0000

051-5001-920-6077

\$ 75.00 \$ 223,966.03 \$ 17,361.99 4

48.08

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Interest

Agenda Item

\$

PREPARED 11/07/2019 10:17:20 PROGRAM: GM339L	EXPENDITURE APPROVAL LIST REPORT PARAMETER SELECTIONS
EAL DESCRIPTION: EAL: 11072019 ANDERSEND PAYMENT TYPES Checks EFTS ePayables VOUCHER SELECTION CRITERIA Voucher/discount due date All banks REPORT SEQUENCE OPTIONS: Vendor Bank/Vendor Fund/Dept/Div/Element/Obj Proj/Fund/Dept/Div/Elm/Obj This report is by: Vendor	Y Y Y Y  11/13/2019 A  X One vendor per page? (Y,N)
Process by bank code? (Y,N)	Y

AS OF: 11/13/2019 PAYMENT DATE: 11/13/2019

DEPARTMENT OF UTILITIES

DEPARTMENT	OF	UTILITIES						
VEND NO INVOICE NO		VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION		CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000001	0.0	3 6 D EEGINI		10				
0002981 0000294295 0000294295		PI0475 PI0476		057-8205-870.50-35 057-8205-870.60-79			567.10 21.95	
					VENDOR TOTAL	L *	589.05	
0005098 INV798497	00	ACCESS SYST	=	051-5001-922.60-65	PO NUM 051074		5,576.84	
2005000	0.1	3 0 0 T 0 0 0 V 0 T	D. 4.0		VENDOR TOTAL	L *	5,576.84	
0005098 INV792974 INV792974 INV792974	01	ACCESS SYSTI PI0690 PI0691 PI0692	00 11/13/2019 00 11/13/2019	051-5001-922.50-42 051-5001-922.60-61 051-5001-922.60-65	PO NUM 050689		9,800.98 Li 2,120.00 ha 11,700.03	ibrary copier kiosk, software, ardware and training
2000050	0.0		_		VENDOR TOTAL	L *	23,621.01	
0000959 115825/3	00	ACE HARDWARI		051-5001-940.50-35	PO NUM 052066		101.44	
					VENDOR TOTAL	L *	101.44	
0004276 9094305614 9094506231		AIRGAS USA 1 PI0457 PI0625	00 11/13/2019	051-5105-502.50-35 051-5105-502.50-35			EFT: EFT:	212.48 146.08
					VENDOR TOTAL	L *	.00	358.56
0000965 31724	00	ALL SYSTEMS PI0673		053-6001-950.80-50	PO NUM 052139		5,868.00	
					VENDOR TOTAL	L *	5,868.00	
0004585 51262 1119	00	AMERICAN BRO	OADBAND INTERNET 00 11/13/2019	051-5001-922.50-53	PO NUM 052211		439.40	
0002831	0.0	AMERICAN PU	INEDITED CO		VENDOR TOTAL	L *	439.40	
50415	00	PI0447	00 11/13/2019	051-0000-153.00-00	PO NUM 051852		20,109.47 <b>Sc</b>	reen plates and shredder rings
					VENDOR TOTAL	L *	20,109.47 po	wer plant
0004587 83891 84282	00	AMERICAN UNI PI0446 PI0611		053-0000-154.00-00 053-6205-583.50-35			5,701.07 186.44	
					VENDOR TOTAL	L *	5,887.51	
9999999 000079345	00	ANDERSEN, SA	ARAH E 00 11/13/2019	051-0000-143.00-00	MANUAL CHECK		12.37	
					VENDOR TOTAL	L *	12.37	
0004693 0001200232 0001200377	00	ARCH COAL SA	ALES COMPANY INC 00 11/13/2019 00 11/13/2019	**WIRE* 051-0000-152.00-00 051-0000-152.00-00			214,544.62 3,869.79 <b>C</b> c	pal purchase
					VENDOR TOTAL	L *	218,414.41	
0001001	$\cap$	3 m = 3 0 00 000	COMPDECCODG TTC					

00 ATLAS COPCO COMPRESSORS LLC

0004904

DEPARTMENT OF UTILITIES

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004904			COMPDEGGODG 11C				
1119098519 1119098519		PI0525 PI0526	00 11/13/2019 00 11/13/2019	051-5105-502.50-35 051-5105-502.60-79	PO NUM 050481 PO NUM 050481	1,148.05 27.64	
0002531	0.0	BABCOCK & WI			VENDOR TOTAL *	1,175.69	
BA60369395		PIO444		051-0000-153.00-00	PO NUM 051025	EFT:	7,079.12
0004451	0.0				VENDOR TOTAL *	EFT:	7,079.12
0004471 4337 4337	00	BERKS CAST E PI0563 PI0571	00 11/13/2019	051-0000-153.00-00 051-5105-502.50-35		6,000.92 4,945.81	
					VENDOR TOTAL *	10,946.73	
0003545 16474661 16476233 16477150 16474237		BOMGAARS SUE PI0461 PI0608 PI0670 PI0460		051-5001-940.50-35 051-5001-940.50-48 055-7105-502.50-35 057-8205-870.50-48	PO NUM 052068 PO NUM 052068 PO NUM 052068 PO NUM 052068	115.55 11.00 84.12 224.69	
					TIENTOOD MOMAT +	425 26	
0002902 918819903 918789002 918789003 918789007 918789008 918789009 918789004 918789004 918789012 918829765 918829767 918829764 918789011 91863694 918763694 918771803 918763694 918789006 918832398 918784096 918769345	00	PIO445 PIO445 PIO448 PIO449 PIO450 PIO451 PIO452 PIO453 PIO455 PIO456 PIO595 PIO596 PIO598 PIO666 PIO609 PIO462 PIO462 PIO463 PIO477 PIO642 PIO464 PIO478	ES / KRIZ-DAVIS 00 11/13/2019	$\begin{array}{c} 051-0000-154.00-00 \\ 051-0000-154.00-00 \\ 051-0000-154.00-00 \\ 051-0000-154.00-00 \\ 051-0000-154.00-00 \\ 051-0000-154.00-00 \\ 051-0000-154.00-00 \\ 051-0000-154.00-00 \\ 051-0000-154.00-00 \\ 051-0000-154.00-00 \\ 051-0000-154.00-00 \\ 051-0000-154.00-00 \\ 051-0000-154.00-00 \\ 051-0000-154.00-00 \\ 051-0000-154.00-00 \\ 051-5001-940.50-35 \\ 051-5105-502.50-35 \\ 051-5205-580.50-35 \\ 053-6205-583.50-35 \\ 055-7105-502.50-35 \\ 055-7105-502.50-35 \\ \end{array}$	PO NUM 051668 PO NUM 051868 PO NUM 051982 PO NUM 052047 PO NUM 052134 PO NUM 052150 PO NUM 052203 PO NUM 052234 PO NUM 052234 PO NUM 052298 PO NUM 052247 PO NUM 052047 PO NUM 052203 PO NUM 052203 PO NUM 052203 PO NUM 052078	EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT:	12,119.25 4,078.88 372.25 4,572.93 115.56 17.14 981.79 567.47 129.84 106.47 1,095.12 1,472.68 349.93 36.23 208.52 167.52 63.64 269.79 24.94 192.46 266.55
					VENDOR TOTAL *	.00	27,208.96
0003982 19792 19792	00	BRIMHALL IND PI0667 PI0668	OUSTRIAL INC 00 11/13/2019 00 11/13/2019	051-5105-502.60-61 051-5105-502.60-79		EFT: EFT:	58,027.13 Repairs on U
0002836	0.0	BIIBNG & MODO	ONNELL ENGINEERIN	IG CO	VENDOR TOTAL *	.00	59,505.87 <b>LDW</b>
0002030	00	אראוויא מ אוירוויסת	VINTULL DINGTINEERIN				

PROGRAM: GM339L AS OF: 11/13/2019 PAYMENT DATE: 11/13/2019

DEPARTMENT OF UTILITIES

EPARTMENT	OF U	JTILITIES						
END NO S INVOICE NO	SEQ# V	VENDOR NAME OUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITE DESCRI	M PTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
		BURNS & MCDO PI0527	NNELL ENGINEERIN 00 11/13/2019	G CO 053-6105-502.60-57	PO NUM	051794	20,722.79 <b>Prog</b> i 20,722.79 <b>horiz</b> <b>2019</b>	ress payment on Well field
000670	0.0		NIAMA TNA		,	VENDOR TOTAL *	20,722.79 <b>2019</b>	ontal well study phase II C -161
003678 0359026	00	CAPITAL PROD PI0458	00 11/13/2019	051-5105-502.50-35	PO NUM	051973	8,297.67	
0360474		PI0678	00 11/13/2019	051-5105-502.50-35	PO NUM	052360	1,275.49	
0360474		PI0458 PI0678 PI0679	00 11/13/2019	051-5105-502.60-79	PO NUM	051973 052360 052360	54.74	
						VENDOR TOTAL *	9,627.90	
)04518	00	CAPPEL AUTO	SUPPLY INC	051 5001 040 50 05	DO 11111	050100	107.22	
034-00-006	700	P10465	00 11/13/2019	051-5001-940.50-35	PO NUM	052100	127.33	
534-00-007	3/2	P104/0	00 11/13/2019	051-5001-940.50-35	PO NUM	052100	/9.43	
534-00-007	612	P104/2	00 11/13/2019	051-5001-940.50-35	PO NUM	052100	249.45	
034-00-007	618	P104/3	00 11/13/2019	051-5001-940.50-35	PO NUM	052100	93.48	
634-00-006	064/	P104/4	00 11/13/2019	051-5001-940.50-48	PO NUM	05211/	460.09	
534-00-007	551	P10648	00 11/13/2019	051-5001-940.50-35	PO NUM	052100	1/2.12	
534-00-00/	818	P10650	00 11/13/2019	051-5001-940.50-35	PO NUM	052100	52.70	
34-00-00/	03/	P10466	00 11/13/2019	051-5105-502.50-35	PO NUM	052100	226.64	
534-00-007	212	PI0469	00 11/13/2019	051-5205-580.50-48	PO NUM	052100	33.77	
534-00-007	848	PI0651	00 11/13/2019	051-5205-580.50-48	PO NUM	052100	106.38	
534-00-007	173	PI0468	00 11/13/2019	053-6205-583.50-35	PO NUM	052100	36.63	
534-00-007	134	PI0467	00 11/13/2019	055-7205-583.50-35	PO NUM	052100	23.90	
534-00-007	580	PI0471	00 11/13/2019	057-8205-870.50-48	PO NUM	052100	247.31	
634-00-007	684	PI0649	00 11/13/2019	051-5001-940.50-35 051-5001-940.50-35 051-5001-940.50-35 051-5001-940.50-35 051-5001-940.50-35 051-5001-940.50-35 051-5001-940.50-35 051-5001-940.50-35 051-5205-580.50-48 051-5205-580.50-48 053-6205-583.50-35 057-8205-870.50-48 057-8205-870.50-48	PO NUM	052100	127.33 79.43 249.45 93.48 460.09 172.12 52.70 226.64 33.77 106.38 36.63 23.90 247.31 199.02	
		CEI				VENDOR TOTAL *	2,108.25	
OV 19 WC	00	CEI	00 11/13/2019	051-5001-919.20-29	Nov 201	9 Workers Comp	EFT:	31,250.00
						VENDOR TOTAL *	EFT: .00 18,933.25 Natu 51,925.00	31,250.00
004615	00	CENTRAL PLAI	NS ENERGY PROJEC					
01912A197			00 11/13/2019	057-8205-807.50-02	Oct <b>'</b> 19	CPEP3	18 <b>,</b> 933.25 <b>Nat</b> u	ıral gas purchases
01918A885			00 11/13/2019	057-8205-807.50-02	Oct'19	CPEP4	51,925.00	0 1
						VENDOR TOTAL *	70,858.25	
		CENTRAL STAT PI0484		051-0000-153.00-00	PO NUM	052359	25.12	
						VENDOR TOTAL *	25.12	
002675 027216169		CENTURYLINK	00 11/12/2010	051-5001-922.50-53	DO MILIM	052104	99.07	
027216169				051-5001-922.50-53				
027216223				051-5001-922.50-53			96.28 52.59	
						VENDOR TOTAL *	247.94	
		CHRISTENSEN					_	
LC00551251	-001	PI0693	00 11/13/2019	051-5205-580.50-35	PO NUM	052070	47.25	
004454	0.0					VENDOR TOTAL *	47.25	

00 CIRCUIT BREAKER SALES CO INC

0004474

AS OF: 11/13/2019 PAYMENT DATE: 11/13/2019

DEPARTMENT OF UTILITIES

DELIMINATION OF OTTER		
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VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004474			WED CALLS SO INC	,			
30149-A 30149-A	00	PI0491 PI0492	KER SALES CO INC 00 11/13/2019 00 11/13/2019	051-5105-502.60-61 051-5105-502.60-79	PO NUM 051899 PO NUM 051899	8,390.00 327.77	
0004504	0.0		NEDGY DEGGIDGEG	+MTDD+	VENDOR TOTAL *	8,717.77	
ACC-19-08	00	CLOUD PEAK E	NERGY RESOURCES 00 11/13/2019	051-0000-152.00-00	Oct 2019 BTU & CSAPR2 A	Adj 583.26	
					VENDOR TOTAL *	583.26	
0004561 8698	00	COPY SHOP PI0516	00 11/13/2019	051-5001-940.50-31	PO NUM 052276	160.50	
					VENDOR TOTAL *	160.50	
		CORE & MAIN PI0606 PI0669		053-6205-583.50-35 053-6205-583.50-35	PO NUM 051839 PO NUM 051839	731.05 731.05	
					VENDOR TOTAL *	1,462.10	
4235 4235	00	CORROSION MC PI0514 PI0515	NITORING SERVICE 00 11/13/2019 00 11/13/2019	051-5105-502.50-35 051-5105-502.60-79	PO NUM 052270 PO NUM 052270	6,935.02 110.96	
					VENDOR TOTAL *	7,045.98	
		CREECH, ANNE UT		051-0000-143.00-00	MANUAL CHECK	47.49	
					VENDOR TOTAL *		
144105 10	19	CULLIGAN OF PI0684 PI0685	00 11/13/2019	055-7105-502.50-95 055-7105-502.60-76	PO NUM 052423 PO NUM 052423	76.00 26.00	
					VENDOR TOTAL *	102.00	
MO4500098	8	DATABANK IMX PI0703	00 11/13/2019	051-5001-922.60-65	PO NUM 052434	11,443.37	
					VENDOR TOTAL *	11,443.37	
		DEPARTMENT C		051-5105-555.50-00	Oct 2019	EFT:	37,719.42 <b>WAPA</b>
					VENDOR TOTAL *	EFT: .00	purchased power
9999999 000066607	00	DETMER, RICH UT	ARD B 00 11/13/2019	051-0000-143.00-00	MANUAL CHECK	2,575.81	power
					VENDOR TOTAL *	2,575.81	
0002897 6046626 6046626	00	DIERS INC PI0519 PI0520	00 11/13/2019 00 11/13/2019	053-6205-583.50-48 053-6205-583.60-59	PO NUM 052319 PO NUM 052319	2,575.81 EFT: EFT:	470.59 444.95
0004876	00	DITCH WITCH	UNDERCON		VENDOR TOTAL *	.00	915.54

PROGRAM: GM339L

DEPARTMENT OF UTILITIES

AS OF: 11/13/2019 PAYMENT DATE: 11/13/2019

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INVOICE	,	VENDOR NAME VOUCHER P.O. NO NO		ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004876 P19785 P19785		DITCH WITCH PI0681 PI0682	00 11/13/2019	051-5205-580.50-48 051-5205-580.60-79	PO NUM 052406	EFT EFT	
0000172	0.0	DLT SOLUTION	SILC		VENDOR TOTAL *	.00	125.44
SI452524				051-5001-922.60-65	PO NUM 052238	19,014.03	
0005060	0.0	DIICAN DRINTT	NG & PROMOTIONS	TIC	VENDOR TOTAL *	19,014.03	
47988	00	PI0637	00 11/13/2019	057-8205-870.50-31	PO NUM 052005	973.57	
000000	0.0				VENDOR TOTAL *	973.57	
0002880 B729716		DUNRITE INC PI0505	00 11/13/2019	051-5105-502.50-35	PO NUM 052123	211.25	
					VENDOR TOTAL *	211.25	
0003091 809637-1 S11345-1	00	DUTTON-LAINS PI0603 PI0623	ON CO 00 11/13/2019 00 11/13/2019	051-0000-154.00-00 051-0000-154.00-00	PO NUM 052381 PO NUM 052376	EFT EFT	: 1,621.06 : 243.51
					VENDOR TOTAL *	.00	1,864.57
0003087 7890199-0			SOLUTIONS 00 11/13/2019	051-0000-154.00-00	PO NUM 052323	472.51	
					VENDOR TOTAL *	472.51	
		FASTENAL CO PI0671	00 11/13/2019	053-6205-583.50-35	PO NUM 052073	EFT	: 225.33
					VENDOR TOTAL *	.00	225.33
0001729 4468903 4470835	00	FCX PERFORMA PI0599 PI0622	NCE INC 00 11/13/2019 00 11/13/2019	051-0000-153.00-00 051-0000-153.00-00	PO NUM 052353 PO NUM 052337	155.13 1,924.08	
000000	0.0				VENDOR TOTAL *	2,079.21	
9999999 000048183		FINLAY, HARR UT	00 11/13/2019	051-0000-143.00-00	MANUAL CHECK	81.45	
					VENDOR TOTAL *	81.45	
0003619 76126701 76126701 76126701	00 11/19 11/19 11/19 11/19	FIRST NATION	AL BANK FREMONT 00 11/13/2019 00 11/13/2019 00 11/13/2019 00 11/13/2019	(TRUST) 051-0000-221.00-00 051-5001-927.27-04 055-0000-221.00-00 055-7001-927.27-04	Combined Utility 12-11 Combined Utility 12-12 Combined Utility 12-12 Combined Utility 12-13	1-18 EFT 1-18 EFT 1-18 EFT 1-18 EFT .00	: 247,500.00Bond : 184,311.56principal 6 : 852,500.00principal 6 : 634,850.94interest payments
0004500	0.0	T. 1 GGW00TTT	TMG		VENDOR TOTAL *	.00	1,919,162.50
0004503 120105506 120105506 120105547	00	FLAGSHOOTER PI0509 PI0510 PI0617	00 11/13/2019 00 11/13/2019 00 11/13/2019	053-6205-583.50-35 053-6205-583.60-79 057-8205-870.50-35	PO NUM 052220 PO NUM 052220 PO NUM 052308	508.00 90.52 500.07	

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DEPARTMENT OF UTILITIES

AS OF: 11/13/2019 PAYMENT DATE: 11/13/2019

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VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION		CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004503	0.0	EI ACCHOOMED	TNC					
120105547		PI0618	00 11/13/2019	057-8205-870.60-79	PO NUM 052308		98.45	
0000160	0.0	EODNEY CODDO			VENDOR	TOTAL *	1,197.04	
412018	00	PI0482	ORATION 00 11/13/2019	051-0000-155.00-00	PO NUM 052310		6,558.96	
					VENDOR	TOTAL *	6,558.96	
	-				Oct 2019 Care	& Share	EFT:	387.50
					VENDOR	TOTAL *	.00	387.50
0003488 101019/116 IM588299/1	00 940 0141	FREMONT HEAI PI0701 9PI0604	TH CLINIC 00 11/13/2019 00 11/13/2019	051-5001-926.60-61 055-7205-583.60-61	PO NUM 052112 PO NUM 050509		.00 251.00 191.00	
					VENDOR	TOTAL *	442.00	
0001131 876978 873240	00	FREMONT TRIE PI0610 PI0504	BUNE 00 11/13/2019 00 11/13/2019	051-5001-920.60-78 051-5105-502.60-78	PO NUM 052097 PO NUM 052097		51.84 118.84	
					VENDOR	TOTAL *	170.68	
0001132 337990 01	00	FREMONT WINN PI0493	NELSON CO 00 11/13/2019	051-5105-502.50-35				
					VENDOR	TOTAL *	244.74	
0001445 9312804068	00	GRAYBAR ELEC PI0480	CTRIC CO 00 11/13/2019	051-0000-154.00-00	PO NUM 051676		588.90	
					VENDOR	TOTAL *	588.90	
0003155 11693752 11693752	00	HACH COMPANY PI0521 PI0522	00 11/13/2019 00 11/13/2019	051-5105-502.50-52 051-5105-502.60-79				
0004410	0.0				VENDOR	TOTAL *	397.91	
0004419 26512	00	HANSEN TIRE PI0640	LLC 00 11/13/2019	051-5001-902.50-48	PO NUM 052076		2.11	
26481 26481		PI0494 PI0495	00 11/13/2019 00 11/13/2019 00 11/13/2019	051-5001-902.50-48 051-5001-902.60-59 053-6205-583.50-48 053-6205-583.60-59 053-6205-583.60-59 053-6205-583.60-59 053-6205-583.50-48 057-8205-870.50-48 057-8205-870.60-59	PO NUM 052076 PO NUM 052076 PO NUM 052076		2.11 20.00	
26511 26511 26548		PI0638 PI0639 PI0658	00 11/13/2019 00 11/13/2019 00 11/13/2019	053-6205-583.50-48 053-6205-583.60-59 053-6205-583.50-48	PO NUM 052076 PO NUM 052076 PO NUM 052231		2.11 20.00 1,381.00	
26482 26482		PI0496 PI0497	00 11/13/2019 00 11/13/2019	057-8205-870.50-48 057-8205-870.60-59	PO NUM 052076 PO NUM 052076		2.11 20.00	
0004460	0.0	W. W. D. O. W. C.			VENDOR	TOTAL *	1,469.44	
444637 444400	UÜ	HAYES MECHAN PI0486 PI0511	00 11/13/2019 00 11/13/2019	051-5105-502.60-61 051-5105-502.60-61	PO NUM 050986 PO NUM 052245		397.23 770.72	

PROGRAM: GM339L AS OF: 11/13/2019 PAYMENT DATE: 11/13/2019

DEPARTMENT OF UTILITIES

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VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004469		HAYES MECHAN					
9999999	0.0	IIIDED DOVAN	I.P.		VENDOR TOTAL *	1,167.95	
000059713	00	HUBER, ROXAN UT	00 11/13/2019	051-0000-143.00-00	MANUAL CHECK	229.44	
					VENDOR TOTAL *	229.44	
9999999 000078951	00	HUSEN, CONNO UT		051-0000-143.00-00	MANUAL CHECK	62.80	
					VENDOR TOTAL *	62.80	
0003074 20191003 20191017 567 - 1031 1110 - 103 1110 - 103 567 - 1031 1110 - 103 567 - 1031 567 - 1031 567 - 1031 567 - 1031 567 - 1031 567 - 1031	00 119 3119 3119 119 119 119 119 119 119	JACKSON SERV PR1003 PR1017	OCTIONS INC  11/13/2019  11/13/2019  11/13/2019  11/13/2019  11/13/2019  11/13/2019  11/13/2019  11/13/2019  11/13/2019  11/13/2019  11/13/2019  11/13/2019  11/13/2019  11/13/2019  11/13/2019  11/13/2019  11/13/2019  11/13/2019  11/13/2019	$\begin{array}{c} 051 - 0000 - 241.00 - 00 \\ 051 - 0000 - 241.00 - 00 \\ 051 - 5001 - 940.50 - 46 \\ 051 - 5001 - 940.20 - 29 \\ 051 - 5001 - 932.50 - 46 \\ 051 - 5001 - 940.50 - 46 \\ 051 - 5105 - 502.50 - 46 \\ 051 - 5105 - 502.50 - 46 \\ 051 - 5105 - 502.50 - 46 \\ 051 - 5105 - 502.50 - 46 \\ 051 - 5205 - 580.20 - 29 \\ 051 - 5205 - 580.20 - 29 \\ 053 - 6205 - 583.20 - 29 \\ 055 - 7105 - 502.50 - 46 \\ 057 - 8205 - 870.20 - 29 \\ \end{array}$	PAYROLL SUMMARY PAYROLL SUMMARY Oct Mats Oct Uniforms/Whse Oct Mats/Towels Oct Mats/Towels Oct Mops Oct Uniforms Oct Uniforms Oct Uniforms Oct Uniforms/Elect Distr Oct Uniforms/Engineers Oct Uniforms	EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT:	164.14 159.37 78.95 119.31 188.74 655.75 82.95 1,474.91 550.95 1,613.01 71.90 404.20 292.74 96.93 1,024.25
		JERRY'S ELEC			VENDOR TOTAL *	.00	6,978.10
				051-5205-580.60-61	PO NUM 052177	37.50	
0001485	0.0	JOHN DAY COM	IDANIV		VENDOR TOTAL *	37.50	
				051-5205-580.50-35	PO NUM 052299	EFT:	112.35
0003085	0.0	AELLA GIDDIA			VENDOR TOTAL *		
	)	KELLY SUPPLY PI0487 PI0488	00 11/13/2019 00 11/13/2019	051-5105-502.50-35 051-5105-502.60-79		EFT: EFT:	
0004700	0.0	TANDATT MIDE	UT C III		VENDOR TOTAL *	.00	963.34
0004708 7502509	00	KIMBALL MIDW PI0620	00 11/13/2019	051-5001-940.50-35	PO NUM 052361	470.81	
0005001	0.0		A GUDENENE		VENDOR TOTAL *	470.81	
0005001 30354	UÜ	KOONS GAS ME PI0479		057-0000-154.00-00	PO NUM 050311	3,685.35	
9999999	00	KORPI, KENNED	Y L		VENDOR TOTAL *	3,685.35	

AS OF: 11/13/2019 PAYMENT DATE: 11/13/2019

DEPARTMENT OF UTILITIES

9999999 0 000078607		VENDOR NAME OUCHER P.O. NO NO	BNK CHECK/DUE	ACCOUNT			EFT, EPAY OR
9999999 0 000078607				NO	ITEM DESCRIPTION	CHECK AMOUNT	HAND-ISSUED AMOUNT
000078607							
		UT	00 11/13/2019	051-0000-143.00-00	MANUAL CHECK	119.50	
0000104	20	WDE ENGINEED		DENGTO	VENDOR TOTAL *	119.50	
0005194 0 6563	0	PI0485	00 11/13/2019	051-5001-950.80-50	PO NUM 050920	8,716.90	
					VENDOR TOTAL *		
0005227 0 101819	00	KRAMER, DAVI PI0523	D J 00 11/13/2019	051-5001-919.60-50	PO NUM 052340		
0001615 0 14132339-01	00	LAKELAND ENG PI0565	INEERING EQUIPME 00 11/13/2019	ENT CO 051-0000-153.00-00	PO NUM 052244	897.24	
					VENDOR TOTAL *	897.24	
0002654 0 13592 13592 13592 13592 13592 13592 13592 13592	)0	LEAGUE ASSN	OF RISK MANAGEME 00 11/13/2019 00 11/13/2019 00 11/13/2019 00 11/13/2019 00 11/13/2019 00 11/13/2019 00 11/13/2019 00 11/13/2019	051-0000-165.00-00 051-0000-165.00-00 053-0000-165.00-00 053-0000-165.00-00 055-0000-165.00-00 055-0000-165.00-00 057-0000-165.00-00 057-0000-165.00-00	Auto 10/2019-2020 Liability 10/2019-2020 Auto 10/2019-2020 Liability 10/2019-2020 Auto 10/2019-2020 Liability 10/2019-2020 Auto 10/2019-2020 Liability 10/2019-2020 Liability 10/2019-2020	29,194.30 18,572.54 10,947.87 9,286.27 10,947.87 20,527.55 21,895.73 488.75	DU annual insurance premium fo property and liability
9999999 0	10	LOPEZ MARTIN	EZ MARTA R	051-0000-143.00-00	VENDOR TOTAL *	121,860.88	
0002945 0 91532	00	LYMAN RICHEY PI0524	SAND & GRAVEL (	CO 051-5105-502.50-35	VENDOR TOTAL * PO# 049294 PO NUM 052081	134.57 53.03	
95589		PI0500	00 11/13/2019	053-6205-583.50-35	PO NUM 052081	155.87	
9999999 0 000072369	00	MAHUKA, MICH	AEL AP 00 11/13/2019	051-0000-143.00-00	VENDOR TOTAL * MANUAL CHECK	208.90	
					VENDOR TOTAL *	81.39	
0000480 0 6264247 6264810 6266728 6266728		MALLOY ELECT PI0506 PI0507 PI0605 PI0607		051-5105-502.50-35 051-5105-502.60-61 051-5105-502.60-61 051-5105-502.60-61	PO NUM 052160 PO NUM 052160 PO NUM 051738	3,548.00 106.69 812.00 519.00	
					VENDOR TOTAL *	4,985.69	
9999999 0 000078753	00	MARTIN, MICH		051-0000-143.00-00	MANUAL CHECK	134.22	
9999999 0	00	MASCHKA, TER	RT A		VENDOR TOTAL *	134.22	

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Agenda Item #4

PROGRAM: GM339L AS OF: 11/13/2019 PAYMENT DATE: 11/13/2019

DEPARTMENT OF UTILITIES

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VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION		CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
000079025	00	UT	00 11/13/2019	051-0000-143.00-00	MANUAL CHECK		200.00	
					VENDOR	TOTAL *	200.00	
0002052	00	MATHESON LIN	WELD	054 0000 450 00 00	050045			605 50
20576154		PI0481	00 11/13/2019	051-0000-153.00-00	PO NUM 052247		EFT:	635.58
51540448		PI0694	00 11/13/2019	051-5001-940.60-76	PO NUM 052080		EFT:	83.60
20548503		PI0498	00 11/13/2019	051-5105-502.50-35	PO NUM 052080		EFT:	104.67
20576206		PI0499	00 11/13/2019	051-5105-502.50-35	PO NUM 052080		EFT:	38.97
51540448		PI0695	00 11/13/2019	051-5205-580.60-76	PO NUM 052080		EFT:	122.74
51540448		PI0696	00 11/13/2019	057-8205-870.60-76	PO NUM 052080		EFT:	58.99
000000	0.0	WARE EDITION		051-0000-153.00-00 051-5001-940.60-76 051-5105-502.50-35 051-5105-502.50-35 051-5205-580.60-76 057-8205-870.60-76	VENDOR	. TOTAL *	.00	1,044.55
JUU3289	. 00	MATT FRIEND	TRUCK EQUIPMENT	INC	DO 11111 050077			
0087056-IN 0087056-IN	1	PI0615 PI0616	00 11/13/2019 00 11/13/2019	057-8205-870.50-48 057-8205-870.60-79	PO NUM 052277		26.70	
					TALKED OF	m ∩ m ז τ →	602 26	
0002963	0.0	MCGILL ASBES	STOS ABATEMENT LI	GC.	VHIVDOIN		033.30	
212	0.0	PT0631	00 11/13/2019	051-5105-502.60-61	PO NUM 051933		26,610.00	Ashestos abatement/insulation at
213		PI0632	00 11/13/2019	051-5105-502.60-61	PO NUM 051933		2,170.00	I DW
214		PI0633	00 11/13/2019	051-5105-502.50-35	PO NUM 051933		955.00	LDVV
214		PI0634	00 11/13/2019	051-5105-502.60-61	PO NUM 051933		820.00	
214		PI0635	00 11/13/2019	051-5105-502.60-61	PO NUM 051933		1,995.00	
214		PI0636	00 11/13/2019	051-5105-502.60-61	PO NUM 051933		1,180.00	Asbestos abatement/insulation at LDW
				051-5105-502.60-61 051-5105-502.50-35 051-5105-502.60-79	VENDOR	TOTAL *	33,730.00	
0000667	00	MCMASTER-CAP	RR SUPPLY CO					
19201607		PI0517 PI0518	00 11/13/2019	051-5105-502.50-35	PO NUM 052304		121.07 15.64	
19201007		110010	00 11/13/2013	031 3103 302.00 73	10 11011 032301		10.01	
0001229	0.0	MENARDS - FF	REMONT		VENDOR	. TOTAL *	136.71	
81989		PI0502	00 11/13/2019	051-5001-940.50-35	PO NUM 052083		16.69	
82482		PI0643	00 11/13/2019	051-5001-940.50-35	PO NUM 052083		210.51	
82543		PI0644	00 11/13/2019	051-5001-940.50-35	PO NUM 052083		9.59	
82612		PI0645	00 11/13/2019	051-5001-940.50-35	PO NUM 052083		37.44	
82655		PI0646	00 11/13/2019	051-5001-940.50-35	PO NUM 052083		54.63	
81875		PI0501	00 11/13/2019	051-5105-502.50-35	PO NUM 052083		32.98	
82520		PI0697	00 11/13/2019	051-5105-502.50-35	PO NUM 052083		52.49	
82106		PI0503	00 11/13/2019	051-5205-580.50-35	PO NUM 052083		95.42	
				051-5001-940.50-35 051-5001-940.50-35 051-5001-940.50-35 051-5001-940.50-35 051-5001-940.50-35 051-5105-502.50-35 051-5105-502.50-35 051-5205-580.50-35	VENDOR	TOTAL *	509.75	
9999999 000078773	00	MENDOZA, YAN UT	NSIRIS 00 11/13/2019	051-0000-143.00-00  CONS 053-6105-502.50-35 053-6105-502.60-79	MANUAL CHECK		148.52	
					77FNI N∩D	Ψ∩ΨΔΙ. *	148 52	
0004795	0.0	METERING & T	TECHNOLOGY SOLUTI	ONS	V EIV DOIX	. 1011111	140.02	
15487		PI0512	00 11/13/2019	053-6105-502.50-35	PO NUM 052255		935.09	
15487		PI0513	00 11/13/2019	053-6105-502.60-79	PO NUM 052255		10.69	

PROGRAM: GM339L AS OF: 11/13/2019 PAYMENT DATE: 11/13/2019

DEPARTMENT OF UTILITIES

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004795	00	METERING & '	TECHNOLOGY SOLUT	IONS			
					VENDOR TOTAL *	945.78	
0002960	00	MIDLAND SCI	ENTIFIC INC				
5989355		PI0702	00 11/13/2019	055-7105-502.50-35	PO NUM 052221	313.56	
5972299		P10/04	00 11/13/2019	055-7105-502.50-52	PO NUM 051980	1,458.72	
5973716 5975190		P10705 PT0706	00 11/13/2019	055-7105-502.50-52	PO NUM 051980	300.0U 880.60	
5975190		PT0700	00 11/13/2019	055-7105-502 50-52	PO NUM 051980	2 028 31	
5975193		PI0708	00 11/13/2019	055-7105-502.50-52	PO NUM 051980	138.00	
5975194		PI0709	00 11/13/2019	055-7105-502.50-52	PO NUM 051980	316.86	
5975198		PI0710	00 11/13/2019	055-7105-502.50-52	PO NUM 051980	585.84	
5978640		PI0711	00 11/13/2019	055-7105-502.50-35	PO NUM 051980	191.57	
5978644		PI0712	00 11/13/2019	055-7105-502.50-52	PO NUM 051980	57.28	
5978645		PI0713	00 11/13/2019	055-7105-502.50-52	PO NUM 051980	507.51	
5978650 5978651		PI0714	00 11/13/2019	055-7105-502.50-52	PO NUM 051980	325.08	
39/8631		P10/13	00 11/13/2019	033-7103-302.30-32	PO NOM 051980	220.14	
					VENDOR TOTAL *  PO NUM 052221 PO NUM 051980	7,390.07	
9999999							
000077683	0.0	UT	00 11/13/2019	051-0000-143.00-00	MANUAL CHECK	139.32	
				051-0000-158.02-00	MANUAL CHECK  VENDOR TOTAL *		
					VENDOR TOTAL *	139.32	
0004883	00	MISSISSIPPI	LIME COMPANY	054 0000 450 00 00	10/00/10 05 05		- 4-4 0-
1460236			00 11/13/2019	051-0000-158.02-00	10/23/19 25.97 TN	EFT:	5,151.85
1461140			00 11/13/2019	051-0000-158.02-00	10/30/19 26.00 TN	EFT: EFT: .00	5,157.80
					VENDOR TOTAL *	.00  101.38- 1,961.22 566.33 1,827.30 53.29 1,296.11 42.28 282.46 5,927.61	10.309 65
0001486	0.0	MOTION INDU	STRIES INC		VENDOR TOTTLE	• • •	10,000.00
NEO1-52133	35	PI0529	00 11/13/2019	051-0000-153.00-00	PO NUM 052060	101.38-	
NE01-52326	69	PI0530	00 11/13/2019	051-0000-153.00-00	PO NUM 052060	1,961.22	
NE01-52327	70	PI0531	00 11/13/2019	051-0000-153.00-00	PO NUM 052060	566.33	
NE01-52362	21	PI0489	00 11/13/2019	051-5105-502.50-35	PO NUM 051366	1,827.30	
NE01-52362	21	PI0490	00 11/13/2019	051-5105-502.60-79	PO NUM 051366	53.29	
NEU1-5231	/U	P10552	00 11/13/2019	051-5105-502.50-35	PO NUM 052285	1,296.11	
NEU1-5231	70 67	P10553	00 11/13/2019	051-5105-502.60-79	PO NUM 052285	42.28	
NEU1-JZJZ(	0 /	F10004	00 11/13/2019	055-7105-502.50-55	FO NOM 032291	202.40	
					VENDOR TOTAL *	5,927.61	
0002985	00	MSC INDUSTR	IAL SUPPLY CO INC			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
C64129141		PI0536	00 11/13/2019	051-0000-154.00-00	PO NUM 052256	EFT:	433.35
67185481		PI0600	00 11/13/2019	051-0000-153.00-00	PO NUM 052357	EFT:	218.92
C67869131		PI0601	00 11/13/2019	051-0000-154.00-00	PO NUM 052363	EFT:	309.29
67466121		PI0602	00 11/13/2019	051-0000-154.00-00	PO NUM 052363	EFT:	593.83
65578941		PI055/	00 11/13/2019	051-5105-502.50-35	PO NUM 052335	EFT:	1/3./3 155 26
66766031		F10330	00 11/13/2019	051-5105-502.50-35	FO NUM 052330	ըլլ: ըրտ.	133.30 152 Q5
68457281		PT0619	00 11/13/2019	051-5105-502-50-35	PO NUM 052336	E.F.L. •	14 93
C69038791		PI0680	00 11/13/2019	051-0000-154.00-00 051-0000-153.00-00 051-0000-154.00-00 051-0000-154.00-00 051-5105-502.50-35 051-5105-502.50-35 051-5105-502.50-35 051-5105-502.50-35 051-5205-580.50-35	PO NUM 052394	EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT:	1,082.17
C65223631		PI0556	00 11/13/2019	051-5205-580.50-35	PO NUM 052325	EFT:	393.54

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PI0560 00 11/13/2019 051-5105-502.60-79 PO NUM 052341

9100131 PI0654 00 11/13/2019 051-5001-940.60-61 PO NUM 052199

121168 PI0561 00 11/13/2019 055-7105-502.60-59 PO NUM 052345

B12904730101 PI0533 00 11/13/2019 051-0000-153.00-00 PO NUM 052159 B12849900101 PI0534 00 11/13/2019 051-0000-159.00-00 PO NUM 052186 B12943190101 PI0549 00 11/13/2019 051-5001-940.50-35 PO NUM 052233 B12867140101 PI0652 00 11/13/2019 051-5001-940.50-35 PO NUM 052120

22120

DEPARTMENT OF UTILITIES VEND NO SEQ# VENDOR NAME INVOICE VOUCHER P.O. BNK CHECK/DUE ACCOUNT ITEM CHECK HAND-ISSUED NO NO NO DATE NO DESCRIPTION AMOUNT AMOUNT 0002985 00 MSC INDUSTRIAL SUPPLY CO INC VENDOR TOTAL \* .00 3,527.97 0003095 00 MUNICIPAL SUPPLY INC OF OMAHA 311.26 0743886-IN PI0539 00 11/13/2019 053-6105-502.50-35 PO NUM 052029 VENDOR TOTAL \* 311.26 0003053 00 NEBRASKA HEALTH & HUMAN SERV-LIHEAP 000079025 UT 00 11/13/2019 051-0000-143.00-00 Energy Assistance Refund 75.54 VENDOR TOTAL \* 75.54 0002054 00 NORTHWEST ELECTRIC LLC 0205683 PI0545 00 11/13/2019 055-7105-502.60-59 PO NUM 052124 1,762.54 VENDOR TOTAL \* 1,762.54 0002937 00 O'KEEFE ELEVATOR CO INC 00500371 PI0546 00 11/13/2019 051-5001-932.60-65 PO NUM 052166 00500371 PI0547 00 11/13/2019 051-5105-502.60-65 PO NUM 052166 197.05 1,116.63 VENDOR TOTAL \* 1,313.68 0001020 00 O'REILLY AUTOMOTIVE INC 0397-273012 PI0542 00 11/13/2019 051-5001-940.50-35 PO NUM 052085 44.67 142.43 0397-274612 PI0647 00 11/13/2019 051-5001-940.50-35 PO NUM 052085 0397-271569 PI0540 00 11/13/2019 051-5105-502.50-35 PO NUM 052085 0397-271784 PI0541 00 11/13/2019 051-5105-502.50-35 PO NUM 052085 24.10 103.66 VENDOR TOTAL \* 314.86 0002888 00 OFFICENET 927494-0 PI0660 00 11/13/2019 053-6205-583.50-40 PO NUM 052254 67.95 VENDOR TOTAL \* 67.95 0001624 00 OMAHA VALVE & FITTING CO 784.95 1,555.61 21805 PI0550 00 11/13/2019 051-5105-502.50-35 PO NUM 052274 22120 PI0559 00 11/13/2019 051-5105-502.50-35 PO NUM 052341

VENDOR TOTAL \*

VENDOR TOTAL \*

VENDOR TOTAL \*

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0004671 00 ONE CALL CONCEPTS INC

0001268 00 P & H ELECTRIC INC

0004948 00 PCM SALES INC

Agenda Item #4

106.92

2,447.48

379.21

379.21

343.39

343.39

89.99 369.25 299.98 190.26

AS OF: 11/13/2019 PAYMENT DATE: 11/13/2019

DEPARTMENT OF UTILITIES

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VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION		CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
B129994701	01	PI0555	00 11/13/2019	053-6205-583.50-35	PO NUM 052293		41.43	
0002027	0.0		. N.G		VENDOR	TOTAL *	990.91	
MNCP BLD 1 ASH PD 102 CMBT TUR 1 PWR PLT 10 UTIL BLD 1 SUB STA 10 WTR PLT 10	00 0281 819 0281 2919 0281 2819 2819	PEST PRO'S 1 9PI0664 PI0686 9PI0687 PI0688 9PI0689 PI0653 PI0613	00 11/13/2019 00 11/13/2019 00 11/13/2019 00 11/13/2019 00 11/13/2019 00 11/13/2019 00 11/13/2019	051-5001-932.60-61 051-5105-502.60-61 051-5105-502.60-61 051-5105-502.60-61 051-5105-502.50-35 051-5205-580.60-61 053-6105-502.60-61 055-7105-502.60-61	PO NUM 052414 PO NUM 052429 PO NUM 052429 PO NUM 052429 PO NUM 052429 PO NUM 052198 PO NUM 052433		42.80 48.15 53.50 85.60 69.55 190.35	
WWTP 10281	9	P10683	00 11/13/2019	055-7105-502.60-61	PO NUM USZ4ZZ	momat +	110.00	
0004800 102519/007 102519/162	00 204 5762	PINNACLE BAN PI0586 PI0587	NK - VISA 00 11/13/2019 00 11/13/2019	051-5001-950.80-50 051-5001-950.80-50	PO NUM 052129 PO NUM 052129	TOTAL ^	575.98 32.50	
					VENDOR	TOTAL *	608.48	
0002919 2109675 2104454	00	PLATTE VALLE PI0543 PI0551	EY EQUIPMENT LLC 00 11/13/2019 00 11/13/2019	051-5001-940.50-48 051-5001-940.50-48	PO NUM 052088 PO NUM 052275		75.53 444.28	
					VENDOR	TOTAL *	519.81	
0004740 14003	00	PREMIER STAF PI0544	FFING INC 00 11/13/2019	051-5001-940.50-48 051-5001-926.60-61 051-0000-153.00-00	PO NUM 052099		40.00	
					VENDOR	TOTAL *	40.00	
0001629 NE25793-IN	00	PROCESS MEAS PI0532	00 11/13/2019	051-0000-153.00-00	PO NUM 052157		1,476.60	
0004866 100819A	00	QUESTLINE IN PI0663	00 11/13/2019	051-5001-903.60-61	PO NUM 052368		3,420.75	
					TALMIDOD (	m	2 420 75	
0005210 3178625 3178625	00	R.P. ADAMS PI0537 PI0538	00 11/13/2019 00 11/13/2019	051-5105-502.50-35 051-5105-502.60-79	PO NUM 051953 PO NUM 051953		6,219.19 108.61	
			IR & GAS ENERGY I			TOTAL *		
0005076 19041	00			055-0000-154.00-00	PO NUM 052210		690.12	
000000	0.0	ספאותפט דיייר	)		VENDOR	TOTAL *	690.12	
9999999 000077847	00	RENTER, LIND UT		051-0000-143.00-00	MANUAL CHECK		93.84	
0003790	00	RIEKES EQUIF	PMENT CO		VENDOR	TOTAL *	93.84	

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INVOICE	~ "		BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003790	0.0	RIEKES EQUII					
PSO010607-		~		051-5001-940.50-35	PO NUM 052230	EFT:	516.28
0000010	0.0	DAD CONGILLE			VENDOR TOTAL *	.00	516.28
0003812 16357	00		ING & RESEARCH IN 00 11/13/2019	051-5105-502.60-61		EFT:	493.00
0004600	0.0						
0004639 22878573	00	SAPP BROS IN PI0621		051-5001-917.50-30	PO NUM 052365	20,002.67 <b>F</b>	uel for gasboy system
					VENDOR TOTAL *	20,002.67	
0000762 4527068462			ANUFACTURING CO 00 11/13/2019	051-5105-502.50-35	PO NUM 052300	EFT:	3,262.64
					VENDOR TOTAL *	.00	3,262.64
0005128 CLIP11295 CLIP11295 CLIP11295 CLIP11295		PI0626	00 11/12/2010	051-5001-940.60-61 051-5105-502.60-61 053-6105-502.60-61 055-7205-583.60-61	DO NUM OFOALO	EFT: EFT: EFT:	81.52 132.45 40.75 15.28
0004989	0.0	SCS ENGINEER	35		VENDOR TOTAL *	.00	270.00
0361086	00			051-5105-502.60-61	PO# 051702	2,250.00	
0003709	0.0	SENTRY EQUII	DMENT CODD		VENDOR TOTAL *	2,250.00	
185432	00			051-0000-153.00-00	PO NUM 052224	203.48	
0004273	0.0	SHRED MONSTI	ED INC		VENDOR TOTAL *	203.48	
29571	00			051-5001-932.60-61	PO NUM 052206  VENDOR TOTAL *	58.00	
0000400	0.0			TNO			
0000429 239078 239078	00			051-5205-580.50-35 051-5205-580.60-61	PO NUM 052271 PO NUM 052271	2,374.40 14.15	
0004760	0.0		OWED DOOL ING		TIDNIDOD MOMAT +	2 200 55	
0004760 TRN1019FRE	0 0 M	SOUTHWEST PO	OWER POOL INC 00 11/13/2019	051-5105-555.50-00	Oct 2019 Transmission	EFT:	30,075.75
0000000	0.0				VENDOR TOTAL *	.00	30,075.75
0003923 1190197 1190197 1190197 1190197 1190197	00		00 11/13/2019	051-5001-903.50-53	Cellular Cellular Cellular Cellular Cellular	2,388.55  EFT: .00  EFT: EFT: EFT: EFT: EFT:	86.07 52.03 98.87 52.03 52.03

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VEND NO SINVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION		CHECK AMOUNT	EFT, EPAY OF HAND-ISSUED AMOUNT	
									-
0003923	00	STATE OF NEB	BRASKA - CELLULAF		Cellular Engineers Cellular Elect Distr Cellula. PO NUM 051923 Cellular Cellular PO NUM 052119 PO NUM 052119 Cellular PO NUM 052119 Cellular PO NUM 052119 Cellular  VENDOR TOTAL PO NUM 052262 PO NUM 052262 PO NUM 052262 VENDOR TOTAL				
1190197			00 11/13/2019	051-5105-502.50-53	Cellular		EFT:	156.84	
1190197			00 11/13/2019	051-5205-580.50-53	Engineers Cellular		EFT:	186.72	
1190197			00 11/13/2019	051-5205-580.50-53	Elect Distr Cellula	r	EFT:	381.27	
1190197		PI0572	00 11/13/2019	051-5205-580.50-55	PO NUM 051923		EFT:	641.99	
1190197			00 11/13/2019	053-6105-502.50-53	Cellular		EFT:	46.68	
1190197		DTAEGO	00 11/13/2019	053-6205-583.50-53	Cellular		EFT:	151.25	
1190197		P10302	00 11/13/2019	053-6205-583.50-55	PO NUM 052119		EFT:	1.00	
1190197		P10383	00 11/13/2019	055-7105-502 50-53	Collular		EFT:	20 64	
1190197		DT 0 5 9 /	00 11/13/2019	055-7105-502.50-55	DO NIIM 052110		E.E.L.•	160.04	
1190197		PT0585	00 11/13/2019	055-7105-502-50-55	PO NIIM 052119		EFT.	160.49	
1190197		110303	00 11/13/2019	057-8205-870 50-53	Cellular		EFT.	302 44	
1130137			00 11/13/2019	037 0203 070.30 33	CCITUIGI		штт.	502.11	
					VENDOR TOTAL	*	.00	2,563.02	
0000434	00	STOVER CONTR	ROLS	051 0000 153 00 00	DO 14114 050060		4 610 07		
INV-505304		PI0566	00 11/13/2019	051-0000-153.00-00	PO NUM 052262		4,610.27		
INV-5053/0		PIU56/	00 11/13/2019	051-0000-153.00-00	PO NUM 052262		1,765.95		
INV-303417		P10300	00 11/13/2019	031-0000-133.00-00	PO NOM 032282		247.10		
					VENDOR TOTAL	*	6,623.38		
999999	$\cap \cap$	STRONG ALAN	ת ז						
000037425		UT	00 11/13/2019	051-0000-143.00-00	MANUAL CHECK		41.58		
						*			
0004647	0.0	T SOLIARE SLIP	PPLY LLC 00 11/13/2019		VENDOR TOTAL				
25466	00	PT0577	00 11/13/2019	051-5001-940 50-35	PO NUM 052091		74 15		
25521		PI0578	00 11/13/2019	051-5001-940.50-35	PO NUM 052091 PO NUM 052091		208.37		
20021		110070	00 11/10/2019	001 0001 910 <b>.</b> 00 00					
					VENDOR TOTAL	*	282.52		
0003369	00	THIELE GEOTE	CH INC						
68347		PI0528	00 11/13/2019	051-5105-502.60-61	PO NUM 051977		2 <b>,</b> 575.00		
68347		PI0573	00 11/13/2019	051-5105-502.60-61	PO NUM 051977 PO NUM 051977		2,575.00		
			IG & SUPPLY LLC 00 11/13/2019			*			
0001339	0.0	TIMME WELDIN	IG & SUPPLY LLC						
40388	00	PI0579	00 11/13/2019	051-5001-940.50-35	PO NUM 052092		183.46		
40389		PI0580	00 11/13/2019	051-5001-940.50-35	PO NUM 052092 PO NUM 052092		177.20		
					VENDOR TOTAL	*	360.66		
0004552	00	TITAN MACHIN	IERY INC	052 6005 502 50 40	DO 14414 050004			77 70	
13144763		P10581	00 11/13/2019	053-6205-583.50-48	PO NUM 052094		EFT:	77.73	
					PO NUM 052094  VENDOR TOTAL	*	.00	77.73	
0001914	00	UNION PACIFI	C RAILROAD		V 2112 011 1 0 1112		• • •		
303684971				051-0000-152.00-00	10/29/19		EFT:	309,920.87	Freight o
									coal
0004500	0.0	Da 06==		ACTION AC	VENDOR TOTAL PO NUM 052306	*	.00	309,920.87	
0004520	00	US BANK CORP	OKATE PAYMENT SY	STEMS	PO NUM 052306		400 00		
TOZATA DOL	$\neg \cup \lor$	P10392	00 11/13/2019	031-3001-922.60-65	PU NUM USZSU6		400.00		

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DEPARTMENT OF UTILITIES

JEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTIC	N	CHECK AMOUNT	EFT, EPAY OF HAND-ISSUED AMOUNT	₹ -
0004520			ORATE PAYMENT SY						
0000045	0.0						400.00		
0000647 033531 033531 036212	00	USABLUEBOOK PI0574 PI0575 PI0576	00 11/13/2019 00 11/13/2019 00 11/13/2019	053-6105-502.50-35 053-6105-502.60-79 053-6105-502.50-35	PO NUM 0520 PO NUM 0520 PO NUM 0520	54 54 54	200.00 21.89 200.00		
					VEND	OR TOTAL *	421.89		
0000525 40056708-0 40056630-0	00 00 00	UTILITY EQUI PI0612 PI0661	PMENT CO 00 11/13/2019 00 11/13/2019	053-6205-583.60-58 053-6205-583.60-58	PO NUM 0522 PO NUM 0522	19 78	400.00 350.00		
							750.00		
9999999 000077961		VELASQUEZ, P.		051-0000-143.00-00	MANUAL CHEC	K	111.41		
					VEND	OR TOTAL *	111.41		
			LLC (KHUB) 00 11/13/2019	051-5001-903.60-78	PO NUM 0522	05	252.00		
							252.00		
0002894 5440871 5440871 5440871 5440871	00	WASTE CONNEC PI0674 PI0675 PI0676 PI0677	TIONS OF NE INC 00 11/13/2019 00 11/13/2019 00 11/13/2019 00 11/13/2019	051-5001-932.50-49 051-5001-940.50-49 051-5105-502.50-49 055-7105-502.50-49	PO NUM 0521 PO NUM 0521 PO NUM 0521 PO NUM 0521	65 65 65 65	241.02 347.03 282.72 1,030.99		
					VEND	OR TOTAL *	1,901.76		
0004336 26008 26008	00	WATERLINK IN PI0569 PI0570	00 11/13/2019 00 11/13/2019	051-5105-502.50-52 051-5105-502.50-52					WWTP
					VEND	OR TOTAL *	2,485.70		ANAERO
0005136 .0045587 #	00 ‡17	WEISS CONSTR PI0624	UCTION CO LLC 00 11/13/2019	055-7105-502.60-58	PO NUM 0484	10	2,485.70 EFT:	744,165.10	LOGOON AND GAS
000000	0.0	MECCO DECETT	ABLES CORP		VEND	OR TOTAL *	.00	744,165.10	SCRUBB SYSTEM
368020 369440	UU	PI0564 PI0614	00 11/13/2019 00 11/13/2019	051-0000-154.00-00 055-7205-583.50-35	PO NUM 0514 PO NUM 0522	71 63	.00 EFT: EFT:	1,851.10 1,800.00	JIJIEM
					VEND EFT/EP	OR TOTAL * AY TOTAL ***	.00	3,651.10 3,203,734.26	
				GRAND TOTA			725,506.33		

PAGE

### STAFF REPORT

TO: Utility and Infrastructure Board

Brian Newton, City Administrator

Troy Schaben, Assistant City Administrator - Utilities

FROM: Jody Sanders, Director of Finance

**DATE:** November 12, 2019

**SUBJECT:** DU Investment report

Recommendation: Receive DU investment activity

**Background**: The attached document shows the DU investments in certificates of deposits as October 31, 2019.

**Fiscal Impact:** None – there were no changes (maturities or new investments) in October.

#### **Department of Utilities Investments**

For Month ended 10/31/19			DATE		Year End	9/30/2020	1			
BANK	TYPE	CD#	DATE INVESTED	DUE DATE	RATE %	Investment	Dept	Ledger	_	For Bond
Cornerstone Cornerstone Cornerstone Cornerstone 10 Pinnacle Fremont 11 Pinnacle Fremont 21 Pinnacle Fremont 26 Pinnacle Fremont First National Bank Fremont 17 First National Bank Fremont 14 First National Bank Fremont 19 First National Bank Fremont 2 First National Bank Fremont	CD CD CD	1022102466 1022102466 1022102474 1022102504 7200009931 7200009932 7200010102 70053761130 70053761132 70053761131 70053761129 7164222	12/20/2018 12/20/2018 12/20/2018 12/20/2018 3/13/2018 3/13/2018 3/16/2018 3/26/2019 3/26/2018 3/26/2019 3/26/2019 8/15/2018	12/19/2019 12/19/2019 12/19/2019 12/19/2019 3/13/2020 3/13/2020 3/22/2020 3/26/2020 3/26/2020 3/26/2020 3/26/2020 8/15/2020	0.0305 0.0305 0.0305 0.0305 0.0228 0.0228 0.0228 0.0258 0.0231 0.0231 0.0255 0.0255	1,317,500.00 382,500.00 1,000,000.00 6,800,000.00 200,000.00 750,000.00 1,500,000.00 500,000.00 250,000.00 2,000,000.00	Electric Gas Sewer Water Electric Electric Electric Water Sewer Gas Electric	055-0000-126.00-00 051-0000-126.00-00 057-0000-127.27-02 055-0000-127.27-02 053-0000-126-00-00 051-0000-126-00-00 051-0000-126.00-00 051-0000-126-00-00 055-0000-126.00-00 055-0000-127.27-02 051-0000-127.27-02 051-0000-127.27-02	Debt Service Debt Service CD General General Debt Service CD Debt Service CD Debt Service CD General Debt Service CD Debt Service CD Debt Service CD Debt Service CD Debt Service General Insurance Reserve	76126701 76126701 76111601 76111601 76120501/76117501 76116801/76120501 76120501/76124001
3 First National Bank Fremont 20 First State Bank 39 First State Bank 5 First National Bank	_	7164223 170866046 1700866047 70053707730 7164224 120485 7200010205 7200010206	8/15/2018 10/17/2018 10/17/2018 8/10/2019 8/15/2019 8/29/2019 9/27/2019	8/15/2020 8/15/2020 10/17/2020 10/17/2020 8/10/2021 8/15/2021 8/26/2021 9/27/2021 9/27/2021	0.0251 0.0251 0.0285 0.0285 0.0125 0.0252 0.0245 0.0207	250,000.00 500,000.00 1,500,000.00 175,000.00 250,000.00 846,000.00 250,000.00	Electric Electric Water Electric Electric Electric Electric Electric	051-0000-123.00-00 051-0000-123.00-00 051-0000-127.27-02 053-0000-126-00-00 051-0000-126.00-00 051-0000-126.00-00 051-0000-126.00-00 051-0000-123.00-00	Restricted Trust Fossil Restricted Trust Fossil General Debt Service CD Restricted Trust Fossil	76124001 76117501 76117501 76115901
Investments by Bank Pinnacle Fremont First National Bank First State Bank Cornerstone NPAIT					= - =	5,296,000.00 5,296,000.00 4,175,000.00 2,000,000.00 9,500,000.00 2,600,000.00 23,571,000.00	= - =			
Investments by Fund Electric Water Sewer Gas						12,828,500.00 875,000.00 8,367,500.00 1,500,000.00 23,571,000.00				

#### STAFF REPORT

TO: Utility and Infrastructure Board

FROM: Lottie Mitchell, Grant Coordinator/Executive Assistant

DATE: November 12, 2019

SUBJECT: Establish PACE (Property Assessed Clean Energy) District

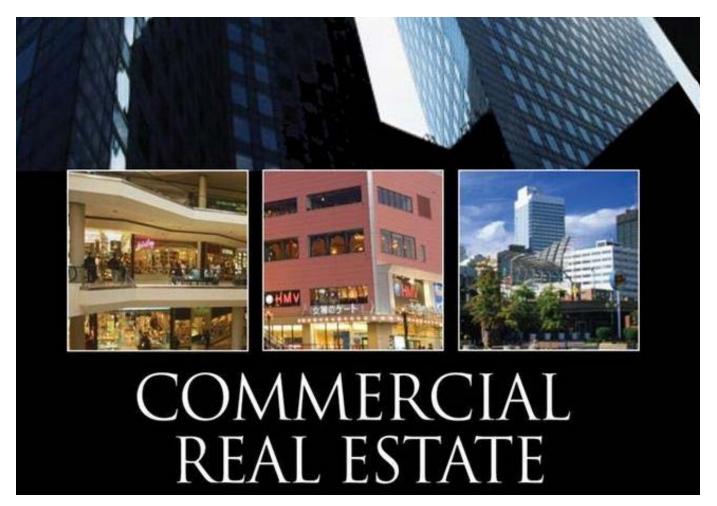
Recommendation: Introduce and hold first reading of Ordinance 5517 to establish a PACE District

<u>Background:</u> Property Assessed Clean Energy (PACE) is a development tool that serves public purposes by upgrading building performance that among other things improves energy efficiency and water conservation by providing an alternative financing method. PACE financing is repaid through annual assessments on the benefited property. The City has no financial obligation.

Chris Peterson of PACE Sage Capital delivered a presentation on the PACE program at the October 1, 2019 Study Session. Staff is following up on that presentation with the necessary implementation materials to establish such a program in Fremont. A proposed ordinance and other documents are presented for this purpose.

Fiscal Impact: None

## PACE FINANCING FOR



## PACE: Property Assessed Clean Energy

- Commercial Real Estate Financing for Energy Efficiency,
   Water Conservation & Renewable Energy Systems
- Long Term (20-30 years)
- Fixed Rates, Non-Recourse
- Secured by Annual Assessments on the Property (reason why states and cities are involved)
- No Public Funds At-Risk; No City or Taxpayer Liability

### WHAT IS PACE FINANCING?

- Financing tool approved in 36 states, Washington, D.C.
- 20 active state programs, 6 states in-development



### PACE in Nebraska

- April 2016 Legislature adopts PACE Act (LB 1012)\*
- May 2017 Omaha passes first PACE ordinance
- June 2018 First PACE loan funded in Omaha
- August 2018 Lincoln passes PACE ordinance
- April 2019 First PACE loan funded in Lincoln
- August 2019 La Vista passes PACE ordinance

## PACE in Nebraska

- Largest Project: \$24.9 million, Omaha Capitol District
  - 333-room Marriott hotel
  - 223-unit apartment building
  - 90,000 sf retail space
- Smallest Project: \$900,000 for a car wash in Omaha
- Total PACE loans approved as of 9/27/19:
  - Ten in Omaha, Two in Lincoln; approx \$45 million
- Eight hotels; others: apartments, indoor sports facility, car wash, retail



## WHAT CAN PACE FINANCE?

## Qualifying Energy Conservation Measures: Energy Efficiency, Water Conservation, and Renewable Energy Systems



Commercial Boiler



**VRF HVAC System** 



LED Lighting



Chiller



Fume Hood



Escalator



Refrigeration



Parking Lights

## PACE CAN FINANCE:











Controls

Elevator

Windows

**Cool Roof** 

Solar PV

- Insulation
- Caulking, Weather-stripping and Air Sealing
- Water Heating Systems
- Daylighting Systems
- Energy Recovery Systems
- Cogeneration and Trigeneration
- Solar, Geothermal, & Wind
- Energy efficiency related items up to 25% of the total cost of the energy project

## AND MORE...

## DEVELOPMENT SCENARIOS FOR PACE

- Redevelopment including:
  - Renovations
  - Retrofits
  - Rehabs
  - Conversions
- Owner occupied building projects
- New construction
- Non profits (YMCAs & churches)

## PACE IN THE CAPITAL STACK

Project Finan	cing Witho	out PACE
Project Cost	<u>100</u>	
Debt		70
Equity		_30
	Total	100

Project Finar	ncing With F	PACE
Project Cost	<u>100</u>	
Debt PACE		70 <b>20</b>
Equity		10
	Total	100

# PACE – AN ALTERNATIVE SOURCE OF EQUITY

Cost of PACE Equity: 5.25% - 6.25% (Sept 2019)

• Cost of Investor Equity: 8% - 14%

## BENEFITS OF PACE

- Available through project completion in Nebraska (in many states up to 36 months beyond completion)
- PACE can fund 100% of the Energy Efficiency, Water Conservation & Renewable Energy System related improvements of a Project, up to a maximum of 20% - 30% of the property's "Value at Completion"
- Typically \$500k\* to \$20 Million plus for a single PACE loan
- No lengthy public approval process (45 90 days from application to closing)



## **Senior Lender Consent Required**

In every Commercial PACE transaction, existing lienholders (typically a bank) are asked to provide Acknowledgment, Consent and Subordination to PACE liens.

In Nebraska PACE liens are <u>ONLY</u> triggered when a borrower misses a payment; even then it's only the missed payment that becomes a lien. PACE loans never accelerate.

First National Bank of Omaha, Great Western Bank, Union Bank, Five Points Bank, and Pinnacle Bank have consented in Nebraska.

## **ENERGY ENGINEERING - TO QUALIFY A PACE PROJECT**

#### **Project Details** Submit separate sheet if necessary

Measure #	Description /Specification of Energy Measure
#1	Parking Lot Lighting Retrofit: replacement of 22 existing 400w MH fixtures with
	new 235w LED fixtures.
#2	Building Exterior Lighting Retrofit: replacement of 94 existing fixtures in soffits of
	the building with new LED fixtures.
#3	Roof Replacement: replacement of approximately 97,000sf of roofing. Existing
	roof cores showed an estimated R-value of 8. New roof has a R-value of 25.
#4	Storefront Window Replacement: replacement of approximately 6000sf of
	existing storefront window system.
#5	HVAC RTU Replacements: replacement of existing rooftop units (160 tons) with
	high efficiency units.
#6	EIFS Repairs: repair and replacement of approximately 1000sf of EIFS (and
	insulation) around the building.

Measure #	Construction Costs/Bids	Estimated Useful Life (yrs.)	Year #1 Energy Savings	Year #1 Maintenance & Operational Savings	Over Term Energy Savings (specify % growth/yr.)	Over Term Maintenance & Operational Savings (specify % growth/yr.)	Over Term Total Savings (Energy + O&M)
#1	\$164,468	20	\$954	\$2,200	\$32,390	<b>\$74,697</b>	\$107,087
#2	\$8,563	20	\$410	\$2,350	\$13,920	\$79,790	\$93,710
#3	\$684,218	30	\$1,590	\$5,000	\$53,999	\$169,766	\$223,765
#4	\$121,547	30	\$1,005	\$1,500	\$34,111	\$50,930	\$85,041
#5	\$200,000	20	\$23,640	\$1,500	\$802,661	\$50,930	\$853,591
#6	\$126,000	20	\$54	\$500	\$1,824	\$16,977	\$18,800
Total	\$1,304,796						
			\$27,653	\$13,050	\$938,904	\$443,090	\$1,381,994

Estimated total energy savings (in kBtu, kwh or therms)

Electricity = 305,973kWh; Gas = 3,175Mcf

## **ENERGY ENGINEERING - TO QUALIFY A PACE PROJECT**

About half of the states with active PACE programs do not require PACE projects to meet a Savings to Investment Ratio (SIR). Nebraska's PACE law includes an SIR standard but to prevent the SIR from disqualifying otherwise worthy projects, LB23 (2019) allows the SIR standard to be waived by the PACE program administrator.

#### From the Nebraska PACE Act: LB23 (2019)

...there are sufficient resources to complete the energy project and that the <u>energy</u> <u>project creates an</u> estimated economic benefit, including, but not limited to, energy <u>and water</u> cost savings, maintenance cost savings, and other property operating savings expected <u>from the energy project</u> during the financing period, <u>which</u> is equal to or greater than the principal cost of the energy project. <u>The estimated economic benefit may be derived from federal, state or third-party energy certifications or from standards of energy or water savings associated with a particular energy efficiency improvement or set of energy efficiency improvements. A municipality may waive the requirements of this subdivision upon request of the owner of the qualifying property, and, if such request is denied, the owner may appeal the denial ...</u>



# PACE Program Approval and Administration

- Adopt PACE ordinance and designate PACE administrator
- Publish PACE program guide incl application & fee schedule
- Accept PACE applications including application fee
- Review and approve/deny application
- Issue letter of qualification
- Review, approve and sign PACE assessment contract
- City receives administrative fee at PACE loan closing
- Third-party confirms installation of qualifying measures
- City receives annual fee for program admin; annual report
- City responsible for filing lien if default (missed payment)



## Why do Cities adopt PACE?

- An Existing or New Business Owner or Developer wants to Use PACE Financing
- No Public Funds At-Risk; No City or Taxpayer Liability
- Gives Commercial Real Estate owners & developers another tool to help finance new construction or upgrade existing buildings
- Adds Another Economic Development Tool to the Tool Box (<u>today lowa and Kansas do NOT have PACE laws</u>)



## **Questions?**



Chris Peterson

Managing Partner, Nebraska

PACE Sage Capital, LLC

1327 H Street, Suite 303

Lincoln, NE 68508

Cell: 402.470.7294

chris@pacesage.com

www.pacesage.com

Agenda Item #6

#### ORDINANCE NO. 5517

AN ORDINANCE TO CREATE A CLEAN ENERGY ASSESSMENT DISTRICT; TO ESTABLISH DEFINITIONS; TO PROVIDE FOR THE FINANCING, ADMINISTRATION, AND COLLECTIONS, TO PROMOTE ENERGY EFFICIENCY IMPROVEMENTS AND RENEWABLE ENERGY SYSTEMS; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

WHEREAS, the City of Fremont desires to create a clean energy assessment district to enable property assessed clean energy financing for property owners; and,

WHEREAS, the City also desires to authorize the clean energy assessment district to enable third-party lenders to accept applications and enter into financing agreements with property owners within the boundaries of the district; and,

WHEREAS, this Ordinance, upon execution, shall create a clean energy assessment district, which shall be known as the Fremont PACE District, as authorized by Nebraska Revised Statute § 13-3203 and 13-3204(3), which boundaries shall be the corporate boundaries of the City of Fremont.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FREMONT:

**Section 1.** Findings and Determinations. That the Mayor and City Council of the City of Fremont, Nebraska (the "City"), hereby finds and determines as follows:

Pursuant to Neb. Rev. Stat. §§13-3201 to 13-3211, inclusive, the Property Assessed Clean Energy Act (the "Act"), energy efficiency and the use of renewable energy are important for preserving the health and economic well-being of Nebraska's citizens. Using less energy decreases the cost of living and keeps the cost of public power low by delaying the need for additional power plants. To further these goals, it is necessary for the City to promote energy efficiency improvements and renewable energy systems. Upfront costs for energy efficiency improvements and renewable energy systems may prohibit or deter many property owners from making improvements. It is necessary for the City to implement an alternative financing method through the creation of a clean energy assessment district.

Financing energy projects to further these goals is a valid public purpose and can be accomplished through Property Assessed Clean Energy ("PACE") financing, which is used to overcome the upfront costs for energy efficiency improvements and renewable energy systems by using private capital and equity, rather than public debt.

Pursuant to the Act and Neb. Rev. Stat. § 13-3204, the City of Fremont is authorized to establish a clean energy assessment district so that owners of qualifying property can access PACE financing for energy efficiency improvements or renewable energy improvements to their properties located in the City. The City also may enter into an agreement with one or more other municipalities pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801, et seq., for the joint creation, administration, or creation and administration of clean energy assessment districts, pursuant to Neb. Rev. Stat. § 13-3210. The City declares its intent that the provisions of this Ordinance shall be in conformity with federal and state laws. The City enacts this Ordinance pursuant to the Act, as amended.

**Section 2.** Title and Definitions. That this Ordinance shall be known and may be cited as "The City of Fremont Property Assessed Clean Energy (PACE) Ordinance." Except the words and phrases specifically defined below or in Neb. Rev. Stat. § 13-3203, as amended, words and phrases used in this Ordinance shall have their customary meanings. As used in this Ordinance, the following words and phrases shall have the following meanings:

"District" means the Fremont PACE District, created pursuant to this Ordinance, as authorized by Neb. Rev. Stat. §§ 13-3203 and 13-3204(3), which boundaries shall be the corporate boundaries of the City.

"District Administrator" means the Grant Coordinator of the City or a designated representative, or a third-party administrator selected by the City.

"PACE financing" means funds provided to the owner(s) of qualified property by third-party lender, pursuant to the Act and this Ordinance, for an energy efficiency improvement or renewable energy system(s).

"Qualifying Property" means commercial property, including multifamily residential property having more than four dwelling units, and industrial property located in the District.

**Section 3.** District Boundaries and Requirements Pursuant to Neb. Rev. Stat. § 13-3204(3).

- A. The City finds that the financing of energy efficiency improvements and renewable energy systems is a valid public purpose. Such public purposes include, but are not limited to, reduced energy and water costs, reduced greenhouse gas emissions, economic stimulation and development, improved property valuation, and increased employment.
- B. The boundaries of the District shall be the corporate boundaries of the City, as allowed pursuant to Neb. Rev. Stat. § 13-3204(1).
- C. The District Administrator shall use a form contract for assessment contracts among the City, the owner of the qualifying property, and a third-party lender, containing terms as attached hereto as Exhibit "A," governing the terms and conditions of financing and annual assessments in accordance with the Act, including Neb. Rev. Stat. § 13-3205(1), which provides for repayment of the costs financed through annual assessments upon the qualifying property benefited by the energy project.
- D. The District Administrator is authorized to enter into assessment contracts on behalf of the City.
- E. The District Administrator will use a financing application process and eligibility requirements, which shall be more specifically defined in a program manual created by the District Administrator as attached hereto as Exhibit "B,", for financing energy projects in accordance with the requirements of the Act and accepted by the third-party lender. The application process and program eligibility requirements shall be, at a minimum, as follows:

- i. Submission of an application as attached hereto as Exhibit "C" to the District Administrator, which shall include, but not be limited to, the following information:
  - a) Applicant name and contact information, including property owner and developer;
  - b) Project location and legal description;
  - Identification of contractor or supplier, including anticipated PACE contractor and a copy of the approved bid for the energy efficiency project;
  - d) Project description;
  - e) Total project cost;
  - f) Description of proposed improvements;
  - g) Description of energy efficiency project to be financed;
  - h) Amount of requested assessment;
  - i) Interest rate on the PACE assessment and any required fees;
  - j) Term of assessment;
  - k) Energy savings report indicating estimated energy savings and estimated cost savings for the energy project;
  - Whether the applicant is requesting a waiver of the estimated economic benefit requirement;
  - m) Title report showing any mortgage or lien holders;
  - n) Lender consent;
  - o) Projected jobs created by PACE project;
  - p) Project environmental benefits;
  - q) Funding source;
  - r) All other such information as needed to demonstrate the project complies with all the requirements of the Act.
- ii. The District Administrator may grant an applicant's request to waive the estimated economic benefit requirement. If the District Administrator denies the applicant's waiver request, the applicant may appeal the denial by submitting a request in writing to the Assistant City Administrator of the City. The appeal shall be mailed by certified mail or hand delivered to the Assistant City Administrator within fourteen days after the denial. The Assistant City Administrator will review the matter on the record made by the District Administrator and, after providing the applicant an informal opportunity to be heard, the Assistant City Administrator will make the final decision.
- iii. The District Administrator shall review the application to determine whether the energy project meets the eligibility requirements of the Act and this Ordinance. An energy project shall not be eligible for PACE financing if the qualifying property is subject to any of the following:
  - a) Delinquent ad valorem taxes;
  - b) Delinquent personal property taxes;
  - c) Delinquent special assessments;
  - d) Overdue or delinquent water or sewer charges;
  - e) Involuntary liens, including but not limited to construction liens;

- f) Notice of default pursuant to any mortgage or deed of trust related to the qualifying property, or
- g) If the property owner or property developer is delinquent in the payment of any assessment required to be paid for any energy efficiency improvement financed pursuant to the Act.
- iii. If the energy project is determined to be eligible under the terms of the Act and as required in this Ordinance, the District Administrator shall review the application and approve, request additional information, or deny the application at his/her sole discretion.
- iv. Upon approval of an application, the District Administrator is authorized to proceed with and execute an assessment contract.
- F. Pursuant to Neb. Rev. Stat. § 13-3205(7), annual assessments agreed to under an assessment contract shall be levied against the qualifying property and collected in accordance with the Act.
- G. The District shall establish procedures to determine the following in the future:
  - Provisions for an adequate debt service reserve fund created under § 13-3209, if applicable;
  - ii. Provisions for an adequate loss reserve fund created under § 13-3208, if applicable; and
  - iii. Any application, administration, or other program fees to be charged to owners participating in the program that will be used to finance costs incurred by the City as a result of the program;

Any costs shall be deducted before remitting the assessment to the third-party PACE program administrator.

- H. The assessment term shall not exceed the weighted average useful life of the energy project paid for by the annual assessments.
- I. Any energy efficiency improvement that is not permanently affixed to the qualifying property upon which an annual assessment is imposed to repay the cost of such energy efficiency improvement must be conveyed with the qualifying property if a transfer of ownership of the qualifying property occurs during the assessment term.
- J. Prior to the effective date of any contract that binds the purchaser to purchase qualifying property upon which an annual assessment is imposed, the owner shall provide notice to the purchaser that the purchaser assumes responsibility for payment of the annual assessment as provided in Neb. Rev. Stat. § 13-3205(3)(d), and that the obligations set forth in the assessment contract, including the obligation to pay annual assessments, are a covenant that shall run with the land and be assessed upon future owners of the qualifying property.
- K. In connection with providing PACE financing, the City will provide for marketing and participant education.

L. The City shall obtain, or applicable third-party lenders shall obtain and provide to the City, verification that the renewable energy system or energy efficiency improvement was properly installed and is operating as intended.

**Section 4.** Authorization for PACE Program. That, pursuant to Neb. Rev. Stat. § 13-3204(1), the District shall be governed by the Fremont City Council.

- A. The District Administrator shall comply with the Act and the provisions of this Ordinance and follow any applicable City procurement policy and procedures for selecting a third-party administrator, should a third-party administrator be selected for the administration of the PACE program. Any such third-party administrator must ensure that there is no financial requirement, liability, or exposure to the District or City. The District Administrator as defined in Section 2 of this ordinance may serve as the administrator of the PACE program for the District and City.
- B. The District or City may also engage the services of a state or local financing agency for the purposes of providing conduit bond financing for the District or City as part of its third-party administration.
- C. Upon selection of a third-party administrator, that third-party administrator may, on behalf of the City, accept applications for financing energy efficient improvements within the District boundaries, facilitate the financing application process, and review eligibility requirements for financing energy projects in accordance with the requirements of the Act and as accepted by the third-party lender.
- D. The District may be expanded via the Interlocal Cooperation Act in order to create a program of sufficient size and scale to attract qualified third-party administrators and/or to promote energy efficiency across multiple political subdivisions, as authorized under the Act.

**Section 5.** Liability of City Officials; Liability of City. That notwithstanding any other provision of law to the contrary, officers, officials, employees, or agents of the City, or the District shall not be personally liable to any person or entity for any claims, liabilities, costs, or expenses, of whatever kind or nature, under, arising out of, or related to the City's or District's participation in the District's PACE Program or any PACE Financing, including, without limitation, claims for or related to uncollected PACE Assessments. Not in limitation of the foregoing, the City has no liability to a property owner or lender for or related to energy savings improvements or funding under a PACE Financing or Program, other than to remit PACE Assessments received in accordance with the Act.

**Section 6.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by the law, and satisfaction of any conditions set forth in this Ordinance.

PASSED AND APPROVED THIS _	DAY OF, 2019:	
	City of Fremont	
	·	
Attest:	Scott Getzschman, Mayor	
Tyler Ficken, City Clerk		

## FREMONT PACE DISTRICT

## **Program Manual**

### **SUMMARY**

Property Assessed Clean Energy, or PACE, is a financing tool enabling development of clean energy projects and energy efficient buildings and operations. Nebraska State Law {Nebraska Revised Statute Sections 13-3203 and 13-3204(3)} allows for the creation of Clean Energy Districts and defines PACE-eligible projects. City of Fremont Ordinance No. \_\_\_\_\_ passed by the Fremont City Council on \_\_\_\_\_ \_\_\_, 2019 created the Fremont PACE District (FPD) and provides further requirements for implementation of a PACE program in Fremont. The City Ordinance also directs the Grant Coordinator of the City as the District Administrator (or his/her designee) to create a program manual that describes the application process, eligibility and other relevant program guidance. This FPD Program Manual was created to satisfy that requirement.

The State law and the City ordinance provide the minimum requirements for a PACE application and project, as well as the circumstances under which an application or project will not be eligible for PACE financing. This program manual provides guidance for the program and clarification on topics not specifically addressed by either the State Law or City ordinance.

The intent of this program is to incentivize the reduction of energy, water, wastewater and solid waste usage/generation in our community. The City of Fremont views PACE as a tool to encourage developers and property owners to go beyond the requirements of energy and building codes to achieve meaningful reductions in energy and water use and waste generation.

#### **Terminology**

It should be noted that references to "energy project", "energy efficiency" or "energy savings" throughout this document are intended to include projects, efficiencies and savings associated with energy, water, wastewater, solid waste, storm water or other eligible utility projects or equipment under the FPD program consistent with this section.

#### Boundaries of the FPD

Currently, only qualifying projects located within the Fremont city limits are eligible for PACE financing. Other local government jurisdictions within the State of Nebraska may join the FPD upon establishment of an interlocal agreement.

#### **Eligible Property Types**

Although State Law allows for commercial, industrial, residential, and agricultural projects to be eligible for PACE; at this time, the City ordinance and the FPD program only allows for commercial (including multifamily residential property comprised of more than four dwelling units) and industrial PACE projects.

#### **Eligible Project Types**

Projects including new construction and the rehabilitation of existing buildings and operations are eligible for PACE financing in the FPD. The types of project improvements eligible for PACE financing within the FPD include, but are not limited to the following:

- (a) Insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems;
- (b) Storm windows and doors; multi-glazed windows and doors; heat absorbing or heat-reflective glazed and coated window and door systems; and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption;
- (c) Automated energy control systems;
- (d) Heating, ventilating, or air conditioning and distribution system modifications or replacements;
- (e) Caulking, weather-stripping, and air sealing;
- (f) Replacement or modification of lighting fixtures to reduce the energy use of the lighting system;
- (g) Energy recovery systems, including but not limited to, cogeneration and trigeneration systems;
- (h) Daylighting systems;
- (i) Installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity;
- (j) Facilities providing for water conservation or pollutant control;
- (k) Roofs designed to reduce energy consumption or support additional loads necessitated by other energy efficiency improvements;
- (I) Installation of energy-efficient fixtures, including, but not limited to, water heating systems, escalators, and elevators;
- (m) Energy efficiency related items (i.e. demolition/drywall replacement, etc. incident to efficiency equipment or material installation) so long as the cost of the energy efficiency related items financed does not exceed twenty-five percent (25%) of the total cost of the energy;
- (n) Waste recycling systems and support equipment;
- (o) Any other installation or modification of equipment, devices, or materials approved as a utility cost-saving measure by the municipality;
- (p) Renewable energy systems including but not limited to the following:
  - (i) Nonhazardous biomass;
  - (ii) Solar and solar thermal energy;
  - (iii) Wind energy;
  - (iv) Geothermal energy;
  - (v) Methane gas captured from a landfill or elsewhere; and
  - (vi) Photovoltaic systems;
  - (vii) Renewable energy system does not include an incinerator;

(viii) Renewable energy resource does not include petroleum, nuclear power, natural gas, coal, or hazardous biomass.

#### Timing and Eligibility

While applicants are encouraged to submit an application to the FPD PACE program prior to or concurrently with the application for a building permit, the City will accept PACE applications for projects with an open building permit and/or not having received a final certificate of occupancy. PACE applications and instructions are available at <a href="www.fremontne.gov">www.fremontne.gov</a> and are included in this manual as Attachment 1. Building permit applications and instructions are also available at: <a href="www.fremontne.gov">www.fremontne.gov</a>.

#### Annual Assessment and Average Weighted Useful Life

Section 13-3203 (1) of the State law requires an "agreement to pay an annual assessment for a period not to exceed the weighted average useful life of the energy project." The weighted average useful life includes only physical improvements to a property for which an average useful life may be calculated. Furthermore, the improvement must qualify as an energy efficiency improvement under Section 13-3203(3) of the Nebraska State law or other eligible improvement listed under "Eligible Project Types" (above).

#### **Eligible Costs**

Section 13-3205(1) of the State law states "the costs financed under the assessment contract may include the cost of materials and labor necessary for installation, permit fees, inspection fees, application and administrative fees, bank fees, and all other fees incurred by the owner pursuant to the installation."

#### Savings to Investment Ratio ("SIR")

Nebraska State Law requires the savings realized by an energy project to equal or exceed the principal cost of the energy project. Therefore, an SIR of 1.0 or greater is required for all energy projects. The SIR is generally calculated by dividing the projected energy savings for the life of the improvements by the cost of the eligible energy efficiency improvements. When calculating the SIR, the SIR for individual discrete components of the project for which PACE funding is being requested must be provided. The City's approval will be based on the total SIR for the entire project meeting an SIR of 1.0 or greater.

Applicants should include estimated operations and maintenance costs, and projected increases (escalations) in the cost of energy use, in the calculations.

The applicable City official will evaluate the methodology used to determine the energy savings calculations. At this time, the City does not favor one methodology over another. However, please include in the application an explanation of the methodology used to determine the SIR. The City may prescribe a methodology at a future date.

Applicants may request a waiver of the estimated economic benefit requirement and must submit a rationale for this request along with the application, if they choose to do so. The District Administrator may grant or deny the applicant's request for a waiver.

#### **Energy Projects and Building Codes**

The City requires an energy project to meet all relevant energy and building codes. However, for new construction, only aspects of the energy project that exceed energy and building codes are eligible for PACE financing in the FPD. Nebraska energy codes are presented at http://www.neo.ne.gov/home const/iecc/iecc codes.htm.

Costs associated with building to these requirements are eligible under the FPD with the exception of new construction which is required to exceed such requirements as referenced above. In both new construction

and rehabilitation projects, an engineer must demonstrate that the savings generated by the energy project will exceed the cost of the energy project through the life of the PACE loan, as required by State law for loans of \$250,000 or greater.

#### Verification of Completed Energy Project

Section 13-3204(m) of the Nebraska State Law requires the municipality to obtain verification that the renewable energy system or energy efficiency improvement was properly installed and is operating as intended. To meet these criteria, City Inspectors must sign off on components of the project for which they have jurisdiction. Additionally, a professional engineer licensed in the State of Nebraska must provide a letter to the applicable City official stating the systems or improvements were properly installed and are operating as intended.

#### **Funding Level and Fees**

The FPD fee structure is summarized in the following table:

Application Fee	Administrative Fee	Annual Fee
\$1,000.00	1% of loan not to exceed \$40,000	\$500.00

The application fee is collected at the time of application. This fee is not refundable.

An administrative fee is due upon approval of the PACE project. The administrative fee shall be subject to a 50% reduction for a project requiring submission of Tax Increment Financing (TIF) fees.

The annual administrative fee will be collected throughout the life of the loan.

## **FPD Application Instructions**

The City's PACE application is included in this manual as Attachment 1 and is also located at the following web address: www.fremontne.gov, along with other PACE-related resources.

Your completed applications should be submitted to:

Lottie Mitchell
Grant Coordinator
City of Fremont
400 E Military Ave
Fremont, NE 68025
Lottie.mitchell@fremontne.gov
(402) 727-2630

Applicants should, as best as they can, provide responses to questions within the application form, rather than relying on attachments. Attachments providing supporting data, drawings, and calculations are acceptable.

<u>Provided below is clarification for specific sections of the application.</u>

#### **Project Details**

Please describe the entire project, not just PACE components of the project. Please include drawings, maps, and photographs, when appropriate.

#### **Financing Details**

Applicants may add rows to the tables provided in this section.

A Professional Engineer licensed in Nebraska is required to determine/approve the energy savings calculations for Class I applications.

### **Other Topics**

#### Applying for both PACE and TIF

If the property owner is applying for PACE and TIF funding, applicants should indicate as such on the application.

#### Who reviews the applications?

The District Administrator, the District Administrator's representative or a designated third party administrator will review the applications. Please direct inquiries and submit your application to: <a href="mailto:Lottie.mitchell@fremontne.gov">Lottie.mitchell@fremontne.gov</a>.

#### Who approves the applications?

The City/FPD has established a seven (7) member PACE Review Committee appointed by the Mayor. The Committee makes a recommendation to the District Administrator to approve or disapprove the applications or may request additional information from the applicant. The District Administrator will approve or disapprove the application based upon recommendations of the Committee and will provide a letter to the applicant with the decision.

City of Fremont Grant Coordinator Administration Department 400 E Military Ave Fremont, NE 68025

## PACE PROJECT APPLICATION



Property Owner	Information					
Legal Name of Pro	perty Owner (App	olicant):				
Contact Person:						
Address:	,	City:	State	Zip		
Phone:	F	ax:E-ma	l:			
Property Inform	ation					
		City:	State:	Zip:		
		,				
		Tax Key Numb				
			Assessed Property Value: Appraised Property Value: Building Size: Year Building Built:			
Other PACE Pro	<b>pjects</b> owner hold any o	ther PACE loans and has the pr				
Other PACE Pro	<b>piects</b> owner hold any o ′esNo					
Other PACE Production Does the property PACE?	<b>piects</b> owner hold any o ′esNo					
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Other PACE Pro Does the property PACE?Y If yes, please provi	piects owner hold any o 'esNo ide details:	ther PACE loans and has the pr	operty owner previo	ously applied for		
Other PACE Pro Does the property PACE?Y If yes, please provi	piects owner hold any o 'esNo ide details:  Date Rec'd	ther PACE loans and has the pr	operty owner previo	inistrative Fee		
Other PACE Pro Does the property PACE?Y If yes, please provi	Date Rec'd  Condition(s):	PACE Application Fee (Due at Submission)	operty owner previo	inistrative Fee		

<b>Project Narrative:</b> Briefly describe the overall project. Submit separate sheets if necessary.	

**Project Details**: Submit separate sheets if necessary

Measure	Description /Specification of Energy/Water/Waste Measure
#1	
#2	
#3	
#4	
#5	
#6	

Note: Energy, water and waste savings should be over the term of the financing period rather than useful life, unless useful life is less than the financing period term.

Measure #	Construction Costs/Bids	Estimated Useful Life (yrs.)	Year #1 Energy, Water & Waste Savings	k	Year #1 Maintenance & Operational Savings	Over Term Energy, Water & Waste Savings (specify % growth/yr.)	Over Term Maintenance & Operational Savings (specify % growth/yr.)	Over Term Total Savings (Energy + Water + Waste +O&M)
#1								
#2								
#3								
#4								
#5								
#6	l ed total energ	Ty cavings						
	kwh or therm							
Estimate	ed total wate waste reduce	r savings (						
On-site	renewable ca	pacity (In	kW)					
incentiv	Expected \$ amount of utility incentives, rebates, solar tax credits, other benefits  Please specify which							
agent de	Name, credentials, contact info of agent determining energy & water savings data							
Total co								
•	ements/meas f General Cor		m					
	d in NE & bon							
Contact	General contractor contact person Contact person phone Contact person email							
Optional: Energy Subcontractors (if any) (after name, indicate if licensed and bonded)								
-	ed Jobs create and Project E S	-						

<u>Mortgage Lien & Deed of Trust Holder Information:</u> Signed mortgage lien or deed of trust holder consent and subordination agreement required. (Attach additional pages if more than 1 mortgage or lien holder)

Financial institution name	
Financial institution contact person	
Contact person phone & email	
Financing Details	
PACE capital provider	
PACE consultant (if any)	
Proposed PACE term (in years)	
Proposed interest rate and any Fees	
Annual assessment amount	
FPD administrative fee	
Financing closing date (est.)	
property.  ☐ Applicant owns the property whe	
☐ Proposed improvements will be a ☐ The property owner has sufficien	affixed to the property.  t resources to complete the project.
☐ There are no delinquent ad valor	
☐ There are no delinquent persona	I property taxes for this property.
☐ There are no delinquent special a	assessments for this property.
☐ There are no overdue or delinque	ent water or sewer charges for this property.
$\hfill\Box$ There are no involuntary liens, in property.	cluding but not limited to construction liens for this

property.
☐ The property owner has not declared bankruptcy in the last 5 years.
$\ \square$ The property owner is solvent and has no significant pending legal action.
☐ There are no unresolved or pending violations or complaints of violations of the Municipal Code for this property.
☐ The property owner understands that the estimated economic benefit, including, but not limited to, energy cost savings, maintenance cost savings, and other property operating savings expected from the energy project during the financing period, is equal to or greater than the principal cost of the energy project.
☐ The property owner is duly organized, validly existing and in good standing in the state of its organization, with authority to do business under the laws of the State of Nebraska.
☐ All owners of the property are aware of and approve the project.
☐ The property owner has obtained an acknowledged and verified written consent and subordination agreement executed by each mortgage holder or trust deed beneficiary stating that the mortgagee or beneficiary consents to the imposition of the annual assessment and that the priority of the mortgage or trust deed is subordinated.
$\hfill\Box$ The property owner possesses all legal authority necessary to execute all project documents.
☐ All required permits, consents, approvals and authorizations in connection with the project have been obtained or will be obtained.

If any of these criteria are not met, please attach an explanation.

#### **Required Application Documents and Information**

The following documents and information are needed at time of application submission to obtain approval for funding:

- Applicant name and contact information, including property owner and developer.
- Project location and legal description.\*
- Identification of contractor or supplier, including anticipated PACE contractor.\*
- Submit a copy of the approved bid for the energy efficiency project (attach signed bid/estimate).
- Project description.\*
- Total project cost.\*
- Description of proposed improvements.\*
- Description of energy efficiency project to be financed.\*
- Amount of requested assessment.\*
- Interest rate on the PACE assessment and any required fees.\*
- Term of assessment.\*
- Energy savings report indicating estimated energy savings and estimated cost savings for the energy project. \*
- Whether the applicant is requesting a waiver of the estimated economic benefit requirement.
- Title report showing any mortgage or lien holders. (attach title report)
- Lender consent (attach consent document)
- Projected jobs created by PACE project.\*
- Projected environmental benefits.\*
- Energy analysis report (attach engineer's report identifying qualifying energy and water conservation measures, energy and water conservation cost savings, maintenance cost savings, and other property operating savings expected from the energy and water conservation project).
- If the property owner wishes to request a waiver of the estimated economic benefit requirement, please attach a brief explanation for the request.
- Funding source.\*
- Assessment contract.
- Completed application or attachments with required information.

#### **Submission Instructions**

Submit this application and necessary documents to:

Lottie Mitchell Grant Coordinator City of Fremont 400 E Military Ave Fremont, NE 68025 Lottie.mitchell@fremontne.gov (402) 727-2630

<sup>\*</sup> included on application form or as attachment.

#### **Property Owner Signature**

certify that I am authorized to submit this application a submission of this application does not guarantee appro	nd affix my signature below. I recognize that
Signature	_
Title	_
Printed name	_
Date	_

#### PACE ASSESSMENT CONTRACT

THIS PACE ASSESSMENT CONTRACT (this "Contract"), is made and entered into this day of, 20(the "Effective Date") by and among THE CITY OF
FREMONT, a Nebraska municipal corporation, ("City"), which created <b>THE FREMONT PACE DISTRICT</b> , a clean energy assessment district pursuant to Ordinance No ("FPD"),, a ("Lender"), and, a ("Property Owner"), and is made a part of that certain Construction Loan Agreement dated as of the
same date made by and between Lender and Property Owner, such Construction Loan Agreement hereafter referred to as the "Loan Agreement."
WITNESSETH: WHEREAS, Property Owner is the owner of certain real property located at in the City (as further described on Exhibit A attached hereto, the "Property");
WHEREAS, the City has adopted Ordinance No, which is incorporated herein by this reference (the "Ordinance"), by which the City created a clean energy assessment district comprised of all areas within the City, pursuant to Nebraska Revised Statute § 13-3201 to 13-3211, inclusive, and known as the "Property Assessed Clean Energy Act," (the "Act") and provides for repayment of financed costs through annual assessments pursuant to assessment contracts entered into with property owners and third party lenders;
WHEREAS, Property Owner has obtained and recorded in the office of Register of Deeds of Dodge County the acknowledged and verified written consent and subordination agreement required by Neb. Rev. Stat. § 13-3205(2)(a) of all persons or entities that currently hold mortgage liens or deeds of trust on the Property, if any, to the Loan, as herein defined in this Contract, and represents to the City that all applicable requirements and conditions of Neb. Rev. Stat. § 13-3205(2) have been satisfied;
<b>WHEREAS</b> , Property Owner intends to make energy efficiency improvements (as such term is used in Neb. Rev. Stat. §13-3203(3) of the Act) at the Property, as described on <b>Exhibit B</b> attached hereto and including the information required by Neb. Rev. Stat. § 13-3203(3)(a) (the "Project");
WHEREAS, Lender has agreed to make a loan to Property Owner in the amount of \$(the "Loan"), the proceeds of which will be used to fund the implementation of the Project, and the repayment of which will be made from PACE special assessments levied on the Property pursuant to the Act and this Contract;
<b>WHEREAS</b> , City has agreed to direct the Dodge County Treasurer to levy special assessments, collect or cause the collection of the special assessments, record such special assessments as a lien on the Property, as allowed by the Act, and remit payments on such special assessments to Lender to be applied to pay down the Loan, all as more particularly set forth herein;
WHEREAS City is authorized to enter into this Contract pursuant to the Act

Property Owner and City agree as follows: 1

and collection arrangements between Lender, Property Owner and City, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Lender,

NOW, THEREFORE, for and in consideration of the making of the Loan and the financing

1. <u>Defined Terms.</u> The words and phrases as specifically defined in Neb. Rev. Stat. § 13-3203, as amended, or in the Ordinance shall have their defined meanings. The following capitalized terms used in this Contract shall have the meanings defined or referenced below or in the Recitals above:

"Bi-Annual Installment" means the portion of the Loan Amount that is due in a particular year as more fully described in Sections 2 and 5 hereof and shown on **Exhibit C**, as may be increased by the County Treasurer Fee, if applicable, pursuant to Section 5(a).

"County Treasurer" means the office of the Dodge County Treasurer.

"Register of Deeds" means the office of the Register of Deeds for Dodge County.

"Lender Parties" shall have the meaning set forth in Section 12(a) hereof.

"<u>Liabilities</u>" shall have the meaning set forth in Section 11(a) hereof. "<u>Loan</u>" shall have the meaning set forth in the Recitals above.

"Loan Amount" means, as of any date of computation, the outstanding amount of all principal under the Note, accrued but unpaid interest and any applicable penalties, costs, fees, charges, late payment charges, default interest rate charges, prepayment premiums or administrative expenses related to the Loan, including without limitation, the administrative fees set forth in Section 14 hereof and any and all other administrative fees to be paid to County Treasurer or Lender by Property Owner in connection with the Loan.

"Loan Agreement" shall have the meaning set forth in the Preamble above.

"Note" shall have the meaning given such term in the Loan Agreement.

"PACE Special Assessments" means the aggregate amount of all Bi-Annual Installments of the Loan Amount, which Bi-Annual Installments shall be levied as special assessments pursuant to § 13-3205(7) of the Act.

"City Parties" shall have the meaning set forth in Section 11(a) hereof.

"Tax Year" means the period from January 1 through the following December 31.

2. Payments. The Loan Amount shall be payable in Bi-Annual Installments. The Loan
shall bear interest, including default interest, at the rates set forth in the Note and payments shall
be due under the Note and the Loan Agreement as more fully described therein and in Section 5 of
this Contract, ending upon payment in full of the Loan Amount and all other charges, fees,
expenses and other amounts due under this Contract, the Loan Agreement and the Note. The
amounts of the Bi-Annual Installments are based on a Loan Amount as of the date of this Contract
of \$ The Loan shall be fully amortized over the term of the Loan, and shall be repaid on
the terms set forth in this Contract, the Loan Agreement and the Note. Each year during the term of
this Contract, Lender shall supply City with the amount of the Bi-Annual Installment for such year
by delivering a completed Lender Installment Certificate in the form attached hereto as <b>Exhibit D</b>
on or before December 31 of such year. Should Lender fail to deliver a Lender Installment
Certificate on or before December 31 of any year, with a copy to the Property Owner, the Bi-Annual
Installment shall be presumed to be the same as the Bi-Annual Installment for the applicable year

as shown on **Exhibit C**, with any surplus or shortfall to be addressed by adjusting the amount of the subsequent year's Bi-Annual Installment.

#### 3. Consent to PACE Special Assessments.

- (a) By entering into the Contract, City hereby agrees to enforce the PACE Special Assessments and impose the Bi-Annual Installments as special assessments pursuant to the Act in the manner specified in this Contract. Upon execution of this Contract, City will cause this Contract to be recorded against the Property in the office of the Register of Deeds.
- (b) Property Owner hereby agrees and acknowledges: (i) that Property Owner has received or will receive a special benefit by financing the Project through FPD that equals or exceeds the total amount of the PACE Special Assessments (ii) that the Property is subject to the PACE Special Assessments and consents to the levy of the Bi- Annual Installments; (iii) that Property Owner shall pay the Bi-Annual Installments when due pursuant to the terms set forth in this Contract, the Loan Agreement and the Note; and, (iv) that Bi-Annual Installments of the PACE Special Assessments are a lien on the Property as provided in the Act and the Ordinance.
- 4. <u>Term.</u> This Contract shall remain in full force and in effect until the Loan Amount and all other charges, fees, expenses and other amounts due under this Contract, the Loan Agreement and the Note have been paid in full.

#### 5. Bi-Annual Installments.

- (a) During the term of this Contract, City expects to collect the Bi-Annual Installments with the assistance of the County Treasurer. The County Treasurer shall collect the Bi-Annual Installments and City, the Property Owner and the Lender agree that the County Treasurer may deduct from such Bi-Annual Installments a collection fee in such amount as allowed by law (the "County Treasurer Fee").
- (b) The aggregate amount of all PACE Special Assessments shall equal the Loan Amount and any such amount as needed to pay the County Treasurer Fee, as shown on **Exhibit C** attached and incorporated by this reference.
- (c) Property Owner hereby agrees to pay the property tax bills and Bi-Annual Installments for the Property during the term of this Contract, which shall not exceed the weighted average useful life of the energy project, in a timely fashion so as to avoid any default or delinquency in such payment.
- (d) If Property Owner fails to pay all or part of any Bi-Annual Installment when due, the parties hereto acknowledge and agree that: (i) default interest on the unpaid amounts of the Bi-Annual Installments shall accrue in favor of Lender as set forth in the Note; (ii) such default interest shall be added to the PACE Special Assessments and shall be included as part of the Bi-Annual Installments due thereafter unless and until all such accrued and unpaid default interest is paid in full; and, (iii) such default interest shall be in addition to any and all penalties and interest that may be imposed by or accrue in favor of City as a result of Property Owner's failure to pay real estate or other property taxes or other assessments on the Property. In addition, Bi-Annual Installments shall continue to be levied as special assessments notwithstanding Property Owner's failure to pay all or part of any past Bi-Annual Installment, such that the County Treasurer shall continue to levy Bi-Annual Installments, including default interest to be paid to Lender, until the Loan Amount, including all accrued and unpaid interest, is paid in full.
- (e) Property Owner hereby acknowledges and agrees that failure to pay any Bi-Annual Installment of the PACE Special Assessments, like failure to pay any property taxes

pertaining to the Property, will result in penalties and interest accruing in favor of Lender on the amounts due, in addition to penalties and interest that may accrue in favor of City. In addition, City shall record a PACE lien on the Property as a result of any delinquent Bi-Annual Installments of the PACE Special Assessments.

Furthermore, Property Owner agrees not to seek a compromise of any delinquent Bi-Annual Installment.

6. Loan Amount; Prepayment.

- (a) Subject to the terms and conditions in the Loan Agreement, Lender agrees to disburse to Property Owner the Loan Amount.
- (b) Property Owner may only prepay the Loan as set forth in the Construction Loan Agreement. In the event of any permitted prepayment, Lender shall certify to Property Owner and City the aggregate amount due on the Loan, including principal, interest, and fees and any prepayment premium, within thirty (30) days of receipt of a written request for prepayment from Property Owner. City shall certify to Property Owner and Lender any and all amounts collected by City and not yet remitted to Lender within fifteen (15) days of receipt of a written request for prepayment by Property Owner, as well as any administrative fees payable, but not yet collected, as of the anticipated prepayment date. To the extent that City has received any funds from Property Owner prior to Property Owner's requested date of prepayment, but has not yet remitted the same to Lender, City shall remit the same to Lender on or before the date of Property Owner's requested date of prepayment. No prepayment shall be effective, and no funds paid by Property Owner or City will be applied to the Loan Amount, unless and until Lender receives the full Loan Amount from City and Property Owner. Property Owner acknowledges that failure of City to remit any funds held by City on or prior to Property Owner's requested date of prepayment may result in additional interest due in connection with such prepayment.
- (c) Without the prior written consent of Lender, which consent may be given or withheld in Lender's sole discretion, the Loan may <u>not</u> be prepaid in part and, if such consent is given, any such partial prepayment must be made in strict compliance with the terms and conditions set forth in such written consent, which terms and conditions may include a prepayment penalty. Any partial prepayment in violation of this provision will not be accepted by Lender. Notwithstanding the foregoing, Property Owner shall not be deemed to have made a prepayment if Property Owner decides to pay any Bi-Annual Installment in full, as opposed to payment on an installment basis, for any given year, as applicable.
- (d) Lender, pursuant to Neb. Rev. Stat. § 13-3205(3)(b), shall verify final costs of the energy project and ensure that any amounts paid by the City toward the costs of the energy project will not exceed such final costs.
  - 7. <u>Collection of Bi-Annual Installments; Payments to Lender.</u>
- (a) The County Treasurer shall follow reasonable and customary practices to collect the Bi-Annual Installments once levied, including assessing penalties and charging interest.
- (b) City agrees to separately account for any Bi-Annual Installment payments collected or otherwise received for the Property. City shall remit the collected Bi-Annual Installment payments to Lender in accordance with the payment schedule set forth in this Contract.
- 8. Other Obligations Payable from Special Charges. City will not issue or incur any obligations payable from the proceeds of the PACE Special Assessments nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge upon the PACE Special Assessments or the Bi-Annual Installments, except for administrative fees as provided in this Contract or as allowed by the Act.

- 9. <u>City Representations regarding Loan and Loan Documents</u>. The undersigned on behalf of City hereby represents to Lender and to Property Owner that: (i) he is entering this Contract pursuant to applicable provisions of the Act and City of Fremont Ordinance No. \_\_\_\_\_\_; (ii) it is his intent and belief that this Contract is and will be the valid and legally enforceable obligation of City, enforceable in accordance with its terms except to the extent that enforcement thereof may be subject to legal challenge, including without limitation, bankruptcy and other similar laws affecting creditors' rights generally; and, (iii) to his knowledge this Contract and the dollar amount and all other terms and conditions set forth herein are in compliance with the provisions of the Act and the Ordinance. City shall at all times, to the extent permitted by law and from time to time authorized by the City Council of City, defend, preserve and protect the PACE Special Assessments created by this Contract.
- 10. Re-Levy of Special Charge. If City shall have failed to cause the assessment or collection of any PACE Special Assessments when it is required by this Contract or by the Act or Ordinance to have done so, then City shall take all necessary steps that are then available to cause new PACE Special Assessments (equal in amount to those not assessed, levied or collected plus interest and penalties, if any, thereon) to be levied against the Property in addition to those PACE Special Assessments otherwise to be levied or assessed against the Property.
  - 11. Waiver of Claims Against City.
- For and in consideration of City's execution and delivery of this Contract, Property Owner, for itself and for its successor-in-interest to the Property and for any one claiming by, through or under Property Owner, hereby waives the right to recover from City, FPD, or any officials, agents, employees, attorneys or representatives of City or FPD (collectively, the "City Parties"), and fully and irrevocably releases, indemnifies, holds harmless, and shall defend the City Parties, and each of them, from and against, any and all claims, costs, expenses, obligations, liabilities, causes of action or damages including attorneys' fees and court costs, that Property Owner may now have or hereafter acquire against any of the City Parties and arising out of. accruing from or related to: (i) this Contract; (ii) the disbursement of the Loan Amount; (iii) the levy and collection of the Bi-Annual Installments; (iv) the imposition of the lien of the PACE Special Assessments; (v) the performance of the Project; (vi) the Project; (vii) any damage to or diminution in value of the Property that may result from construction or installation of the Project; (viii) any injury or death that may result from the construction or installation of the Project; (ix) the selection of manufacturer(s), dealer(s), supplier(s), contractor(s) and/or installer(s), and their action or inaction with respect to the Project, (x) the merchantability and fitness for any particular purpose, use or application of the Project; (xi) the amount of energy savings resulting from the Project or any assured performance guaranty; (xii) the workmanship of any third parties under any agreements including any construction contracts; and, (xiii) any other matter with respect to the Program (collectively, the "Liabilities"). This release includes, without limitation, claims, costs, expenses, obligations, liabilities, causes of action and damages of which Property Owner is not presently aware or which Property Owner does not suspect to exist which, if known by Property Owner, would materially affect Property Owner's release of the City Parties. Notwithstanding the foregoing, Property Owner's release under this section shall not extend to Liabilities arising from City's intentional default, gross negligence or willful misconduct.
- (b) This Section 11 shall survive the disbursement of the Loan Amount or any portion thereof, the payment of the Loan Amount in full, the transfer or sale of the Property by Property Owner and the termination of this Contract.
  - 12. Waiver of Claims Against Lender.
  - (a) For and in consideration of Lender's execution and delivery of this Contract,

Property Owner, for itself and for its successor-in-interest to the Property and for any one claiming by, through or under Property Owner, hereby waives the right to recover from the Lender and any and all officials, agents, employees, attorneys and representatives of Lender (collectively, the "Lender Parties"), and fully and irrevocably releases the Lender Parties from, any and all claims, obligations, liabilities, causes of action or damages including attorneys' fees and court costs, that Property Owner may now have or hereafter acquire against any of the Lender Parties and accruing from or related to the Liabilities, as defined above. This release includes claims, obligations, liabilities, causes of action and damages of which Property Owner is not presently aware or which Property Owner does not suspect to exist which, if known by Property Owner, would materially affect Property Owner's release of the Lender Parties. Notwithstanding the foregoing, Property Owner's release under this Section shall not extend to Liabilities arising from Lender's intentional default, gross negligence or willful misconduct.

Owner's release under this Section shall not extend to Liabilities arising from Lender's intentional default, gross negligence or willful misconduct.
(b) The waivers and releases by Property Owner contained in this Section shall survive the disbursement of the Loan Amount or any portion thereof, the payment of the Loan Amount in full, the transfer or sale of the Property by Property Owner and the termination of this Contract.
13. Administrative Fees.  (a) Property Owner agrees to pay a one-time administration processing fee to City in the amount of% of the project costs financed through the Loan (i.e., the Loan amount less all fees and expenses incurred in issuing the Loan), or and /100 Dollars (\$). Such payment shall be included in the initial Bi- Annual Installment
(b) The Bi-Annual Installments shall include a Bi-Annual administrative fee to be collected by City in the amount of \$
year. This fee shall be included, on a Bi-Annual basis, in the Bi-Annual Installments to be set forth on the Schedule of Bi-Annual Installments attached hereto as <b>Exhibit C</b> .
14. <u>Project Completion</u> . Upon completion of the Project, Property Owner will submit to City and Lender a written certification from Property Owner and the contractor(s), if any, that performed the work incident to the construction and installation of the Project, stating the actual cost of the Project. If the actual cost of the Project is less than the Loan Amount advanced by the Lender, the Property Owner shall immediately repay to City the excess of the amount advanced over such actual cost of the Project and City shall remit the full amount thereof to Lender.
15. <u>Notices.</u> All notices, requests, demands and other communications hereunder shall be given in writing and shall be: (i) personally delivered; (ii) sent by registered or certified mail, return receipt requested, postage prepaid; or (iii) sent to the parties at their respective addresses indicated herein by private overnight mail courier service. The respective addresses to be used for all such notices, demands or requests are as follows:
(a) If to Property Owner, to:
Attn:

or to such other person or address as Property Owner shall furnish to Lender and FPD in

writing.

(b)	If to Lender, to:
	Attn:
	(with a copy to)
	Attn:

or to such other person or address as Lender shall furnish to Property Owner and City in writing.

If to City, to: City of Fremont Attn: Lottie Mitchell 400 E Military Ave Fremont, NE 68025

(with a copy to)
City of Fremont
Attn: City Clerk
400 E Military Ave
Fremont, NE 68025

or to such other person or address as City shall furnish to Property Owner and Lender in writing.

If personally delivered, such communication shall be deemed delivered upon actual receipt (or refusal to accept delivery); if sent by registered or certified mail, such communication shall be deemed delivered upon actual receipt (or refusal to accept delivery); and if sent by overnight courier pursuant to this Section, such communication shall be deemed delivered upon receipt. Any party to this Contract may change its address for the purposes of this Contract by giving notice thereof in accordance with this Section.

- 16. <u>Assignment or Sale by Lender</u>. Property Owner and City agree that Lender may, at its option, assign the Loan, and its rights and obligations under the Loan (including this Contract, the Note and the other Loan Documents). Property Owner, City and Lender acknowledge and agree that there are no limitations on the right of Lender to assign its interests in the Loan.
- 17. <u>Supremacy</u>. In the event of any conflict, inconsistency or ambiguity between the provisions of this Contract and the provisions of the Loan Agreement, the provisions of this Contract shall control.
- 18. <u>Compliance with Laws</u>. Lender and Property Owner hereby agree to comply with all applicable federal, state and local lending and disclosure requirements and with the provisions of the Act.
- 19. <u>Counterparts</u>. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed a single agreement.

- 20. <u>Amendment</u>. This Contract may be amended only by a writing signed by Property Owner, Lender and City.
- 21. <u>Severability</u>. If any one or more of the provisions of this Contract shall be found to be invalid, illegal or unenforceable in any respect of to any extent, such finding shall not affect the validity, legality or enforceability of the remaining provisions of this Contract.
- 22. <u>Transferability</u>. Property Owner, Lender and City agree that the obligations of this Contract, including without limitation the obligation to pay annual assessments, are covenants that shall run with the land and be obligations that are binding on all future owners of the Property.
- 23. <u>Effect of Subdivision of Property</u>. No subdivision of the Property subject to this Contract shall be valid unless an amendment to this Contract divides the total Bi-Annual Assessment due between the newly subdivided parcels pro rata to the special benefit realized by each subdivided parcel.
- 24. <u>Incorporation by Reference</u>. All recitals at the beginning of this Contract and all Exhibits referenced in this Contract shall be incorporated into this Contract by reference.

[Signature Page Follows]

Executed as of the date set forth above.				
	Property Owner			
	Signed			
	Printed name			
ACKNOWLEDG	BMENT			
STATE OF NEBRASKA				
) SS.				
COUNTY OF DODGE				
On thisday of, 20, before me, the undersigned, a Notary Public, appeared, to me personally known, who, being by me duly sworn, did say that s/he is the of the, a, and that said instrument was signed on behalf of said company by authority of its members, and said individual acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said company.				
IN WITNESS WHEREOF, I have hereunto see the day and year last above written.	set my hand and affixed my notarial seal,			
	Signed			
	Printed Name			
(SEAL)	Notary Public in and for said State Commissioned in			

My commission expires:\_\_\_\_\_\_.

Executed as of the date set forth above.			
	Lender		
	Signed		
	Printed name		
	Title		
ACKNOWLEDG	MENT		
STATE OF NEBRASKA ) SS.			
COUNTY OF DODGE			
On thisday of, 20, before me, the undersigned, a Notary Public, appeared, to me personally known, who, being by me duly sworn, did say that he is the of alimited liability company, and that said instrument was signed on behalf of said company by authority of its members, and said individual acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said company.			
IN WITNESS WHEREOF, I have hereunto set the day and year last above written.	et my hand and affixed my notarial seal,		
	Signed		
	Printed Name		
	Notary Public in and for said State Commissioned in		
My commission expires:			

	CITY OF FREMONT			
	By:Name: Lottie Mitchell			
	Name: Lottie Mitchell Title: Grant Coordinator			
ACKNOWLEDGMENT STATE OF NEBRASKA				
) SS.				
COUNTY OF DODGE				
On thisday of, 20, before me, the undersigned, a Notary Public, appeared Lottie Mitchell, to me personally known, who, being by me duly sworn, did say that she/he is the Grant Coordinator of the City of Fremont, a Nebraska Municipal Corporation, which created a clean energy assessment district pursuant to City of Fremont Ordinance No, and that this instrument was signed on behalf of said City by authority of ts governing body, and said individual acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.				
<b>IN WITNESS WHEREOF</b> , I have hereunto the day and year last above written.	set my hand and amzed my hotalial seal,			
	Printed Name:			
(SEAL)	Notary Public in and for said State Commissioned in			
My commission expires:				

#### STAFF REPORT

TO: Utility and Infrastructure Board

FROM: Dave Goedeken, Director of Public Works

DATE: November 12, 2019

SUBJECT: Annual NDOT Maintenance Agreement Renewal

Recommendation: Recommend Approval of Resolution

**Background:** Consider Resolution approving annual renewal of Department of Transportation Maintenance Agreement No. 11. Agreement provides for general maintenance of State Highways within City Limits by the Street Department and authorize Mayor to sign Roadway Maintenance Certificate of Compliance. The Maintenance Agreement is for the 2020 calendar year.

**Fiscal Impact:** State reimbursement to the City is set by State law and is included in the Street Fund. The City's reimbursement for maintenance is \$22,176.00.



## AGREEMENT RENEWAL

Maintenance Agreement No. 11

Maintenance Agreement between the Nebraska Department of Transportation and the Municipality of Fremont

Municipal Extensions in Fremont

We hereby agree that Maintenance Agreement No. 11 described above be renewed for the period January 1, 2020 to December 31, 2020.

All figures, terms and exhibits to remain in effect as per the original agreement dated January 1, 2016 with Attachments B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this	day of	1 .
ATTEST: City ofFremont		
City Clerk/Witness		Mayor/Designee
Executed by the State this	day of	, .
ATTEST: State of Nebraska		
District E	ngineer, Department of Transp	ortation

NDOT Form 507, August 17



# City Maintenance Agreement Attachment B

City of:	Fremont	
Date:	1/1/20	

### Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 12.28 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,100.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

10.56 lane miles x \$2,100.00 per lane mile = \$22,176.00.

### Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

lane miles x \$

per lane mile = \$

## 

In order to maximize the City and State snow removal activities the City and State will exchange areas in lieu of payment on Highway 30 and Highway 77.

The exchanged areas will be, the State will perform snow removal operations from Hwy 30, County Road 20 1/4 to 23rd Street.

The City will perform snow removal operations on Highway 77 outside the City limits from Highway 77, Carlstrom Street to Judy Avenue

NDOT Form 504, August 17

City of Fremont

# STATE OF NEBRASKA DEPARTMENT OF TRANSPORTATION

# RESPONSIBILITY FOR SURFACE MAINTENANCE OF MUNICIPAL EXTENSIONS

Neb. rev. Stat. 39-1339 and Neb. Rev. Stat. 39-2105

DESCRIPTION	HWY NO.	REF P	OST TO	LENGTH IN MILES	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPON STATE	SIBILITY CITY
South City Limits (Cloverly Ave.) to 8th Street	77	112.89	114.15	1.26	4	5.04	5.04	
8th Street to 23rd Street	77	114.15	115.09	0.94	2	1.88	1.88	
23rd Street to North City Limits	77	115.09	116.00	0.91	4	3.64	3.64	
County Road 20 1/4 to 1690' West of 23rd St.	30	423.37	423.80	0.43	4	*1.72	*1.72	
Total Lane Miles						12.28	12.28	
* State maintained area City Maintained area for payment.	1.72 10.56							
And the second s							210000	
						Grig Lad ann an Eaglangan an ann a		

#### STAFF REPORT

TO: Utilities and Infrastructure Board

FROM: Jeff Shanahan, Power Plant Superintendent

DATE: November 12, 2019

SUBJECT: U8 Turbine Valves and Generator Inspection.

Recommendation: Recommendation for Contractor to perform a U8 Turbine Valves and Generator inspection at Lon D. Wright Power Plant.

#### **BACKGROUND:**

In an effort to provide safe, reliable operation of Lon D. Wright Power Plant Unit 8, LDW Power Plant conducts a Turbine and Generator inspection on U8 at approximately 40,000 hours of operation, the turbine valves are inspected at approximately 20,000 hours, these intervals are based on OEM recommendations. Due to plant budget and crane limitations, the turbine and generator inspections are not scheduled at the same time; the 2020 generator inspection will be conducted ahead of schedule due to the unexpected turbine inspection in 2016.

LDW Power Plant staff developed a specification and received formal bids on October 22, 2019 for a U8 turbine Valve and Generator Inspection at the LDW facility.

The inspection companies were required to provide a list of similar projects on like kind turbines to be qualified for consideration. Below is a summary of the proposals:

	Power Services	General Electric	S.T. Cotter
	Group		
Base Price	\$374,500	\$424,639	\$261,623
Optional Valve Work	\$64,010	\$88,400	\$78,310
Total	\$438,510	\$513,039	\$339,933

LDW staff reviewed the proposals, technical specifications, and references and concluded that S.T. Cotter could provide the required inspection at the best value.

After consultation with LDW Staff, the Utilities and Infrastructure Board recommend to the City of Fremont Mayor and City Council to authorize Department of Utility Staff to execute an agreement and issue a purchase order for the U8 Turbine Valves and Generator Inspection to S.T. Cotter.

#### **FISCAL IMPACT:**

FY 2019/2020 operating budget expenditure of \$339,933 this study was budgeted.

#### STAFF REPORT

TO: Utility & Infrastructure Board

FROM: Jan Rise, Administrative Services Director

DATE: November 12, 2019

SUBJECT: Renew Property Insurance 2019-2020

**Recommendation**: Recommend approval of the Department of Utilities' property insurance renewal proposal for November 27, 2019 to November 27, 2020 in the amount of \$606,300.

**Background:** The results achieved on this renewal far exceed those currently being experienced in the hard property marketplace. The commercial property marketplace is experiencing a minimum of 10 to 15 percent rate increase with some experiencing a much higher increase, including some with no loss history. The insured value of the Department of Utilities' (DU) property is \$478,829,639.

The DU insurance consultant, Aon Risk Solutions (Aon), requested proposals for the DU property program. Eight insurers were invited to submit proposals, with only the incumbents responding. The renewal proposals from Starr Tech and the Associated Electric & Gas Insurance Services Limited (AEGIS) are similar to last year. In its proposal Aegis offered an option to insure 100 percent of the program for \$615,000, which was higher than the combined quotes from Starr Tech and Aegis totaling \$596,282. Starr Tech's primary quote includes certified and non-certified terrorism coverage. There is savings to continue the DU property insurance program as expiring with primary and excess property with the two carriers.

The DU renewal results in a 1.7 percent premium increase and a 3.4 percent average rate increase. Starr Tech will provide primary coverage for the first \$150,000,000, and AEGIS will provide the excess property coverage of \$200,000,000, for the DU property insurance program totaling \$350,000,000.

The resulting renewal proposal for the November 27, 2019-2020 coverage period includes a combined premium of \$606,300, in comparison to last year's premium of \$596,282. Staff's recommendation is to renew the expiring property insurance program with Starr Tech and AEGIS in the amount of \$606,300.

Fiscal Impact: Budgeted \$606,300



# Property Insurance Renewal Proposal

# **Program Dates:**

November 27, 2019 to November, 2020

October 28, 2019

Presented by: Gary Wagner Robert Patton

Aon Risk Solutions
Aon Global Power



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Agenda Item #9

## **Table of Contents**

- I. Client Service Team
- II. Insurer Rating Summary
- III. Guide to A.M. Best's Rating Guide
- IV. Current Property Program Review
  - 2019-2020 Property Limits and Pricing
  - Premium / Rate Comparison

2019-2020 Renewal Proposal

### **Client Service Team**

To ensure City of Fremont receives distinctive value and service, a dedicated Client Service Team has been assembled for City of Fremont Department of Utilities.

#### **Account Executive**

Gary Wagner, AAI,AIC, CPSR Vice President Direct Line: (402) 697-5285 Cell: (402) 598-3910 Gary.Wagner@aon.com

#### **Property Broking**

Kathleen Musselman Senior Property Placement Specialist Aon Global Power and Energy – Boston Direct Line: (847) 906-7682 Kathleen.Musselman@aon.com

#### **Certificates of Insurance**

acs.chicago@aon.com

#### **Claims Consultant**

JoLynn Gaul Claims Consulting Supervisor Direct Line: (402) 697-5263 JoLynn.Gaul@aon.com

#### **Bond Services**

Chris Troha
Surety Broker
Direct Line: (312) 381-4590
Chris.Troha@aon.com

#### **Account Management**

Robert Patton, CISR Sr. Account Manager Direct Line: (402) 697-5211

Robert.Patton@aon.com

# **Insurer Rating Summary**

Carrier	AM Best Rating	Admitted or Non Admitted
Starr Tech	A++XV	Admitted
AEGIS U.S.	A-XIII	Non-Admitted

# Guide to A.M. Best's Rating Guide

Fina	Financial Strength Ratings					
A Best's Financial Strength Rating (FSR) is an opinion as to an insurer's financial strength and						
ability to meet its ongoing obligations to policyholders.						
abili	Rating	Descriptor		efinition		
	A++, A+	Superior	_	on, a superior ability to meet their ongoing obligations to		
ഉ			policyholders.			
Secure	A, A-	Excellent	to policyholders.	on, an excellent ability to meet their ongoing obligations		
S	B++, B+	Good	Assigned to companies that have, in our opini policyholders.	ion, a good ability to meet their ongoing obligations to		
	В, В-	Fair		nion, a fair ability to meet their ongoing obligations to to adverse changes in underwriting and economic		
	C++, C+	Marginal	policyholders, but are financially vulnerable conditions.	n, a marginal ability to meet their ongoing obligations to to adverse changes in underwriting and economic		
able	C, C-	Weak	Assigned to companies that have, in our opinion, a weak ability to meet their ongoing obligations to policyholders, but are financially vulnerable to adverse changes in underwriting and economic conditions.			
Vulnerable	D	Poor		ion, a poor ability to meet their ongoing obligations to ole to adverse changes in underwriting and economic		
>	E	Under Regulatory Supervision Supervision Supervision  Assigned to companies (and possibly their subsidiaries/affiliates) that has been placed by an insurance regulatory authority under a significant form of supervision, control or restraint whereby they are relabilitation, but does not include liquidation. It may also be assigned to companies issued cease and desist orders by regulators outside their home state or country.				
	F	In Liquidation	Assigned to companies that have been placed under an order of liquidation by a court of law or who owners have voluntarily agreed to liquidate the company. Note: Companies that voluntarily liquidate dissolve their charters are generally not insolvent.			
	Ø	Suspended	Assigned to companies that have experienced sudden and significant events affecting their balance sheet strength or operating performance whereby the rating implications cannot be evaluated due to a lack of timely or adequate information.			
Not	Rated Cate	egories				
Assign	ned to companie	es reported on by A	.M. Best, but not assigned a Best's Rating. The fi	ive categories are as follows:		
NR-1: Insufficient Data. NR-2: Insufficient Size and/or Operating Experience. NR-3: Rating Procedure Inapplicable						
NR-4:	Company Requ	iest. NR-5: N	ot Formally Followed.			

#### 2019-2020 Renewal Proposal

#### Financial Size Categories To enhance the usefulness of our ratings, A.M. Best assigns each letter rated (A++ through D) insurance company a Financial Size Category (FSC). The FSC is designed to provide a convenient indicator of the size of a company in terms of its statutory surplus and related accounts. Class I Less than 1,000,000 Class IX 250,000,000 to 500,000,000 Class II 1,000,000 to 2,000,000 Class X 500,000,000 to 750,000,000 Class III 2,000,000 to 5,000,000 Class XI 750,000,000 to 1,000,000,000 1,000,000,000 to 1,250,000,000 Class IV 5,000,000 to 10,000,000 Class XII Class XIII 1,250,000,000 to 1,500,000,000 Class V 10,000,000 to 25,000,000 Class VI 25,000,000 to 50,000,000 Class XIV 1,500,000,000 to 2,000,000,000 Class VII 50,000,000 to 100,000,000 Class XV 2,000,000,000 or greater 100,000,000 to 250,000,000 Class VIII

# Property Program Review 2019-2020 Program Overview

# **Property Limits & Pricing**

Policy Limit of Liability - \$350M	
Underwriter	Starr Tech
Primary	\$150,000,000
Underwriter	AEGIS
Excess	\$200,000,000

	2018-2019	2019-2020	% +/-
TIV	\$486,790,748	\$478,829,639	-1.6%
Program Premium	(1)\$596,282	(1)\$606,300	+1.7%
Average Rate	0.1225	0.1226	+3.4%

(1)Does not include Starr Tech engineering fee of \$14,500.

#### 2019-2020 Renewal Proposal

City of Fremont Department of Utilities Premium Comparison 2018 term versus 2019 term

Underwriting Company	Expiring Limit	Expiring Premium	Renewal Limit	Renewal Premium	AEGIS 100% Option	Premium
Starr Tech	\$150,000,000	\$468,190	\$150,000,000	\$477,211		
Cert. TRIA		\$25,282		\$17,180		
Non-Cert. TRIA		\$2,810		\$1,909		
AEGIS	\$200,000,000	\$100,000	\$200,000,000	\$110,000	\$350,000,000	\$602,941
Cert. TRIA		\$0		\$0		\$12,059
TOTAL	\$350,000,000	\$596,282	\$350,000,000	\$606,300	\$350,000,000	\$615,000

Inspection Fee \$14,500 \$14,500 \$5,800

TOTAL PREMIUM \$610,782 \$620,800 \$620,800

#### 2019-2020 Renewal Proposal

# PROPERTY PROGRAM DETAILS 2019-20

TERM: November 27, 2019 – November, 2020

**COVERAGE:** Property

Coverage	Limit/Sublimit
Policy Loss Limit	\$350,000,000
Sublimits	
Accounts Receivable	\$5,000,000
Business Interruption	No Coverage
Claims Preparation/Professional Fees	(1)\$500,000
Computer Systems – Non-Physical Damage	(2)(Annual Aggregate) 1,000,000
Earth Movement <u>except</u> for E&O, Newly Aquired and Misc. Unamed Locations	(Annual Aggregate) 100,000,000
Earth Movement for E&O, Newly Aquired and Misc. Unamed Locations	(Annual Aggregate) 1,000,000
Flood (no coverage zones A&V)	(Annual Aggregate) 100,000,000
Flood Zone A/V-100 year	(Annual Aggregate) 2,000,000
Debris Removal (25% or)	5,000,000
Demolition / ICC	20,000,000
EDP Media/Extra Expense	2,000,000
Errors & Omissions	5,000,000
Expediting Expense	5,000,000
Extra Expense (excludes purchase of replacement power)	5,000,000
Extra Expense (includes the purchase of replacement power, extra labor, and shipping costs incurred installing, removing, and reinstalling spare equipment owned, rented, or leased by the named insured sublimited to \$10,000 pre day recovery)	2,500,000
Fire & Police Dept Service Charges	included
Hazardous Substances	(Annual Aggregate) 2,500,000
Miscellaneous Unnamed Locations	5,000,000
Newly Acquired-120 days	5,000,000
Protection/Preservation of Property	2,000,000
Service Interruption	5,000,000
Transit	5,000,000
Valuable Papers	5,000,000
Personal Property at Exposition, Fair, Trade Show	250,000

#### 2019-2020 Renewal Proposal

Г	
Deductibles	
All Perils; except	100,000
Transit; except	100,000
Transit; non utility locations	10,000
Unit #6 16,500 KW Steam	
Turbine/Generator	100,000
Unit #7 22,000 KW Steam	
Turbine/Generator	100,000
Unit #8 92,000 KW Steam	
Turbine/Generator	200,000
Cumbustion Turbine Generator	300,000
Transformers	1.5 per KVA with a 50,000 minimum
Service Interruption-Waiting Period	24 Hours
Extra Expense	30 days

<sup>(1)</sup>Increased from \$250,000

- 72 Hour Occurrence Definition applies to Wind, Flood, and Earthquake
- Transmission lines located beyond 1,000 ft. from any insured premises are excluded
- Repair or Replacement Coverage applies to all equipment exceptSteam Turbine Generator No. 6 at Lon D.
   Wright is on Actual Cash Values basis with 50% maximum depreciation
- 90 Days Notice of Cancellation, except 10 days for non-payment of premium
- · Definition of Steam Turbine/Generator applies
- Definition of Transformer applies
- Definition of Combustion Turbine Generator applies
- Reported Value Endorsement applies Quotation based on the following reported values (all at 100%): \$478,829,639 (2019 Reported Values)
- Computer related Loss Clause applies
- Property/Fire, Boiler & Machinery and Jurisdictional Inspection Services included as an Engineering Fee of \$14,500
- Data Corruption Endorsement
- Wind Endorsement
- Political Risk Exclusion Endorsement applies
- Extra Expense for replacement power is further sublimited to \$10,000 per day
- Biological or Nuclear Exclusion Endorsement
- Bridge Wording Endorsement
- Commercial Property Conditions
- Common Policy Condition
- Trade or Economic Sanctions Endorsement
- Waste Water Treatment Plan located at 6325 E Morningside Road, Fremont, NE is considered outside of 100 year flood zone



<sup>(2)</sup>Previously excluded

2019-2020 Renewal Proposal

### **Acknowledgement and Instruction to Bind**

We hereby acknowledge receipt and review of the information presented in the Renewal Proposal ("Proposal") dated 10/28/19 for property coverage and provided in the attached Quote Disclosure Report (QDR) dated 10/28/19. We hereby instruct Aon Risk Services [Region], Inc. ("Aon"; "Commercial Risk Solutions") to bind the insurance program(s) selected by us and understand that our instruction to bind constitutes an acceptance of the terms and conditions and payments described in this Renewal Proposal.

Date:			
	On behalf of City of Fremont Department of Utilities		
Optional Quotes:		Accept	Decline
Starr \$150,000,000 Limit			
Starr (Certified Terrorism) - \$17,180			
Starr (Non-Certified Terrorism) - \$1,909			
AEGIS \$200,000,000 Limit			
AEGIS 100% Option - \$350,000,000			
AEGIS (Certified Terrorism) - \$12 059			

#### **AON HAS GONE GREEN**

Aon Risk Solutions is committed to reducing the time you spend managing and filing confidential paperwork, and we are also committed to reducing our impact on the environment. Therefore, we are excited to announce changes to our policy document delivery model. Your renewal policies will be sent via electronic delivery. Electronic versions of your policies will be available to you 24/7 through the Client Service Access (CSA) tool in AonLine, Aon's client portal. You will receive an email alert indicating a new policy is available through Client Services Access. Just click the link in the email to start the process of registering and accessing your documents.